

FBT-CV20-6093708-S

WILLIAM RAVEIS REAL ESTATE, INC.

v.

KATHLEEN O'GRADY, ANNETTE  
PALMIERI, BARBARA VOYTAS, LESLIE  
STETTER, and GORANA KLARIC

SUPERIOR COURT

J.D. OF FAIRFIELD  
AT BRIDGEPORT

MARCH 11, 2020

**MEMORANDUM IN SUPPORT OF MOTION TO STRIKE**

Defendants, Kathleen O'Grady ("O'Grady"), Annette Palmieri ("Palmieri"), Barbara Voytas ("Voytas"), Leslie Stetter ("Stetter"), and Gorana Klaric ("Klaric") (collectively, "Defendants") pursuant to Practice Book § 10-39, hereby submits this Memorandum of Law in support of their Motion to Strike the following counts of Plaintiff William Raveis Real Estate, Inc.'s ("WRRE" or "Plaintiff") Complaint, dated January 17, 2020 because each of the named counts fails to state a claim upon which relief can be granted: Counts Five and Six (alleging Tortious Interference), Counts Three, Eleven, Fifteen, Nineteen, and Twenty-Three (alleging CUTPA violations), Count Seven (alleging Constructive Fraud), Count Twenty-Four (alleging Civil Conspiracy), Count Twenty-Five (alleging Misuse of Computer System Information), Count Twenty-Six (alleging CUTSA violations), and Count Twenty-Seven (alleging Conversion).

**I. BACKGROUND**

Each of the five Defendants in this action are real estate sales agents who were formerly affiliated with WRRE. O'Grady executed an "Independent Contractor Agreement" with WRRE

on February 14, 2006. **Exhibit A**, attached hereto. On March 22, 2019, O’Grady executed an “Independent Contractor Addendum.”<sup>1</sup> **Exhibit B**, attached hereto.

On January 6, 2012, Klaric executed an “Independent Contractor Agreement,” and an “Addendum to Independent Contractor Agreement: Team-Agent,” with WRRE. **Exhibit D**, attached hereto.<sup>2</sup> Klaric’s “Addendum to Independent Contractor Agreement: Team-Agent” was co-signed by WRRE Sales Manager Linda D’Amato (*née* Meyers).

On September 16, 2013, Palmieri executed an “Independent Contractor Agreement,” and an “Addendum to Independent Contractor Agreement: Team-Agent,” with WRRE. **Exhibit E**, attached hereto.

On April 21, 2017, Stetter executed an “Independent Contractor Agreement,” and an “Addendum to Independent Contractor Agreement: Team-Agent,” with WRRE. **Exhibit F**, attached hereto.

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<sup>1</sup> On November 27, 2013, O’Grady executed a “Loyalty Addendum to Independent Contractor Agreement”, which purported to impose a noncompete restrictive covenant on O’Grady, however, this “Loyalty Addendum” was rendered null and void due to the superseding clause in the 2019 Independent Contractor Addendum, which stated:

**6. Integration.** This Agreement/Addendum, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written, except the Independent Contractor Agreement executed on February 14, 2006 between the parties (the, “ICA”), which shall remain effective and supplemented by this Addendum. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Addendum and the ICA, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Addendum.

**Exhibit B**, ¶ 6, emphasis added. For the Court’s Convenience, a copy of the 2013 Loyalty Addendum is attached hereto as **Exhibit C**.

<sup>2</sup> Exhibit D is a partial exhibit, consisting of pages 1 and 5 of Klaric’s Agreement. Pursuant to Conn. Gen. Stat. § 31-128b, Klaric requested a full copy of her personnel file, which would include her agreement with WRRE, but that request has been ignored.

On July 31, 2018, Voytas executed an “Independent Contractor Agreement,” and an “Addendum to Independent Contractor Agreement: Team-Agent,” with WRRE. **Exhibit G**, attached hereto.

On or around December 2019, each of the Defendants individually voluntarily resigned their respective associations with WRRE. Also in December 2019, each of the Defendants individually and voluntarily became real estate agents with Compass.

## **II. LAW & ARGUMENT**

### **A. Standard for Motion to Strike**

“(a) A motion to strike shall be used whenever any party wishes to contest: (1) the legal sufficiency of the allegations of any complaint, counterclaim or cross claim, or of any one or more counts thereof, to state a claim upon which relief can be granted....” Practice Book § 10-39(a)(1). “A motion to strike challenges the legal sufficiency of a pleading, and, consequently, requires no factual findings by the trial court.” *Bernhard-Thomas Building Systems, LLC v. Dunican*, 286 Conn. 548, 552, 944 A.2d 329 (2008) (citations omitted). The court “[takes] the facts to be those alleged in the complaint . . . and [construes] the complaint in the manner most favorable to sustaining its legal sufficiency... Thus, if facts provable in the complaint would support a cause of action, the motion to strike must be denied.” *Sullivan v. Lake Compounce Theme Park, Inc.*, 277 Conn. 113, 117-18, 889 A.2d 810 (2006) (citations omitted).

However, a motion to strike “does not admit legal conclusions or the truth or accuracy of opinions stated in the pleadings.” *Doe v. Yale University*, 252 Conn. 641, 694, 748 A.2d 834 (2000) (citations omitted). “A motion to strike is properly granted if the complaint alleges mere conclusions of law that are unsupported by the facts alleged.” *Novamatrix Medical Systems v. BOC Group, Inc.*, 224 Conn. 210, 215, 618 A.2d 25 (1992).

**B. Counts Five and Six, Alleging Tortious Interference, are Legally Insufficient Because WRRE Fails to Allege That Defendants had any Improper Motive or Improper Means.**

Count Five of the Complaint, against O’Grady, alleges tortious interference with contract, claiming, “O’Grady, by directly or indirectly soliciting, inducing or aiding and abetting the Team Agents to breach their contracts with William Raveis, as set forth above, intentionally and improperly interfered with the Team Agents' performance of their duties under those contracts.” Complaint, ¶ 85, emphasis added.

Count Six of the Complaint, also against O’Grady, alleges tortious interference with business relationships, claiming, “O’Grady, by directly or indirectly soliciting, inducing or aiding and abetting the Team Agents to breach their contracts with William Raveis, as set forth above, intentionally interfered with those relationships.” Complaint, ¶ 89, emphasis added.

“A claim for tortious interference with contractual relations requires the plaintiff to establish: (1) the existence of a contractual or beneficial relationship, (2) the defendants’ knowledge of that relationship, (3) the defendants’ intent to interfere with the relationship, (4) the interference was tortious, and (5) a loss suffered by the plaintiff that was caused by the defendants’ tortious conduct.” *Appleton v. Board of Education*, 254 Conn. 205, 212-13 (2000) (citations omitted). Similarly, it is well established that the elements of a claim for tortious interference with business expectancies are: (1) a business relationship between the plaintiffs and another party; (2) the defendants’ intentional interference with the business relationship while knowing of the relationship; and (3) as a result of the interference, actual loss suffered by the plaintiffs. *See Solomon v. Aberman*, 196 Conn. 359, 364, 493 A.2d 193 (1985).



Put quite simply, pleadings containing conclusory allegations devoid of facts, exactly like those in question – *i.e.* that O’Grady acted “intentionally” or “intentionally and improperly” – are inadequate to support either cause of action for tortious interference. *See, e.g., Nemeth/Martin Consulting, Inc. v. Excel Data Sys., Inc.*, 2002 WL 960019, at \*3 (Conn. Super. Ct. Apr. 17, 2002) (“conclusory allegations that the defendants acted intentionally and improperly are insufficient to meet the standard required to state a cause of action for tortious interference....”); *see also Holler v. Buckley Broadcasting Corp.*, 47 Conn. App. 764, 769, 706 A.2d 1379 (1998) (court affirmed lower court’s granting of motion to strike plaintiff’s claim for tortious interference with business relations because plaintiff only pleaded that defendant’s conduct was intentional but failed to plead or demonstrate that there was any improper motive or means in complaint); *Stancuna v. Schaffer*, 122 Conn. App. 484, 489, 998 A.2d 1221 (2010) (appropriate to strike claim of tortious interference where plaintiff failed to allege facts indicating that defendant acted without justification).

It is well-settled in Connecticut that not every interference in a business relationship rises to the level of tortious interference. *Blake v. Levy*, 191 Conn. 257, 260, 464 A.2d 52 (1983). “[To prevail on a tortious interference claim, a plaintiff must prove interference that is wrongful by some measure beyond the fact of the interference itself.” *Downes-Patterson Corp. v. First National Supermarkets, Inc.*, 64 Conn. App. 417, 431, 780 A.2d 967 (2001) (citations omitted, emphasis added). In order to sufficiently allege tortious interference, the complaint must contain factual allegations of fraud, misrepresentation, intimidation or malice. *Robert S. Weiss & Associates, Inc. v. Wiederlight*, 208 Conn. 525, 536, 546 A.2d 216 (1988). “The plaintiff in a tortious interference claim must demonstrate malice on the part of the defendant, not in the sense

of ill will, but intentional interference without justification.” *Daley v. Aetna Life & Casualty Co.*, 249 Conn. 766, 806, 734 A.2d 112 (1999) (emphasis added).

The bottom line is that, in order to support claims of tortious interference – either with contract or business expectancies – the Plaintiff must plead facts adequate to demonstrate that the Defendant committed a tort by acting with improper motive or improper means. *Brown v. Otake*, 164 Conn. App. 686, 710, 138 A.3d 951 (2016) (“[T]o substantiate a claim of tortious interference ... there must be evidence that the interference resulted from the defendant's commission of a tort.”) (citation omitted); *see also Stancuna v. Schaffer*, 122 Conn. App. 484, 488, 998 A.2d 1221 (2010) (“The burden is on the plaintiff to plead and prove at least some improper motive or improper means ... on the part of the [defendant].”) (citation omitted).

Here, in Counts Five and Six, Plaintiff has alleged simply that O’Grady acted “intentionally” or “intentionally and improperly” when the other Defendants also joined Compass around the same time O’Grady joined compass. Specifically, Plaintiff alleges:

53. On or about December 27, 2019, Palmieri, Voytas, Stetter and Klaric also terminated their affiliation with William Raveis to affiliate with or be employed by Compass.

54. Prior to their disaffiliation from William Raveis the defendants schemed to transfer business from the Company to Compass by improperly preparing Company documents in order to transfer such business to Compass.

55. In the weeks preceding their disaffiliation from William Raveis, the defendants sent numerous emails from their William Raveis work-computers to their personal email accounts . The emails contained the contact information of William Raveis clients and confidential or proprietary information.

56. Upon information and belief, the defendants forwarded such information to their personal emails in order to solicit their business after the defendants disaffiliated with William Raveis.

57. Upon information and belief O’Grady, either directly or indirectly, through a third- party solicited, aided and/or induced Palmieri, Voytas, Stetler and Klaric to disaffiliate with William Raveis and affiliate with Compass.

See Complaint, ¶¶ 53-57.

However, Counts Five and Six should be stricken because these allegations, even if taken as true, fail to demonstrate any “improper motive” or “improper means” undertaken by O’Grady. Quite simply, all the Complaint alleges is that O’Grady left WRRE and joined Compass. WRRE may be unhappy about this fact, but nothing about it is tortious. There is no evidence, beyond mere conclusory allegations, that O’Grady took any action which was improper.

In addition, the Complaint makes several wholly unsupported allegations that O’Grady (and other Defendants) “cancelled” WRRE listings “without authorization.” This is blatantly untrue. There is no evidence – and no facts provided in the Complaint – that any WRRE listings were “cancelled” by any of the Defendants. As such, these allegations must be disregarded and are inadequate to support legal claims. (Allegations of “cancelled” listings are made against O’Grady individually in Paragraph 52 of the Complaint, and against all Defendants in Count Twenty-Four, alleging Civil Conspiracy, discussed in Section E, *infra*).

Indeed, assuming *arguendo*, even if O’Grady did, in fact, “solicit” or “induce” the other Defendants to leave WRRE in order to join Compass – which O’Grady disputes – such action would not be a breach of O’Grady’s 2006 Independent Contractor Agreement (**Exhibit A**). Paragraph 12 of that agreement prohibits O’Grady from hiring former WRRE agents, which she has not done (and which Plaintiff does not allege):

12. The Sales Agent agrees that during the term of this Agreement and for a period of one (1) year thereafter, the Sales Agent **shall not employ or hire, or attempt to employ or hire**, any independent contractors, sales agents, or employees of the Company...

O’Grady’s 2006 Independent Contractor Agreement, **Exhibit A**, ¶ 12 (emphasis added).

Nothing in this paragraph prohibits O’Grady from working alongside – not employing – former WRRE agents at a new employer (here, Compass), after she terminates her contract with WRRE. Plaintiff WRRE has failed to assert any factual allegations which would constitute a breach of this provision. Thus, Plaintiff has failed to allege facts adequate to support claims of tortious interference with contract, or tortious interference with business relationships, and Claims Five and Six should be stricken.

**C. Counts Three, Eleven, Fifteen, Nineteen, and Twenty-Three, alleging violations of CUTPA against each of the Defendants, are Legally Insufficient Because WRRE Fails to Allege an Unfair Trade Practice.**

General Statutes § 42-110b(a) of the Connecticut Unfair Trade Practices Act (“CUTPA”) provides that “[n]o person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Accordingly, CUTPA “provides a private cause of action to any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment of a [prohibited] method, act or practice.” *Larsen Chelsey Realty Co. v. Larsen*, 232 Conn. 480, 497, 656 A.2d 1009 (1995) (citations omitted).

“To state a claim under CUTPA, the plaintiff must allege that the actions of the defendant were performed in the conduct of ‘trade or commerce’ ... [A]n employment relationship does not constitute trade or commerce for the purposes of CUTPA.” *Muniz v. Kravis*, 59 Conn.App. 704, 711, 757 A.2d 1207 (2003) (citations omitted). In addition, not every contractual breach, however, rises to the level of a CUTPA violation. See *Hudson United Bank v. Cinnamon Bridge Corp.*, 81 Conn.App. 557, 571, 845 A.2d 417 (2004); *Emlee Equipment Leasing Corp. v. Waterbury Transmission, Inc.*, 41 Conn.Sup. 575, 580, 595 A.2d 951 (1991) (3 Conn. L. Rptr.

711). CUTPA does not apply to the employer/employee relationship. *See, e.g., United Components, Inc. v. Wdowiak*, 239 Conn. 259 (1996) (CUTPA does not apply to conduct in an employment relationship, because such conduct is not in trade or commerce).

Here, the substance of the CUTPA claims against each of the Defendants is nothing more than the same breach of contract allegations made by Plaintiff. Without pleading anything beyond simple breach of contract, this is inadequate to support separate claims for CUTPA violations against the Defendants. *See, e.g., Lawrence v. Richman Group Capital Corp.*, 358 F. Supp.2d 29, 42 (D. Conn. 2005) (“While plaintiff has thus stated the formal elements of a CUTPA claim, his claim merely incorporates by reference the allegations giving rise to his breach of contract claim or to those claims dependent on the existence of a valid contract. A simple breach of contract is insufficient to establish a claim under CUTPA.”); *see also Boulevard Assocs. v. Sovereign Hotels, Inc.*, 72 F.3d 1029, 1039 (2d Cir. 1995) (“a simple contract breach is not sufficient to establish a violation of CUTPA, particularly where the count alleging CUTPA simply incorporates by reference the breach of contract claim and does not set forth how or in what respect the defendant’s activities are either immoral, unethical, unscrupulous or offensive to public policy.” (citation omitted)). In short, to support a CUTPA claim, a Plaintiff must allege additional aggravating factors beyond a simple breach of contract.

In each CUTPA count of Plaintiff’s Complaint, Plaintiff claims, in wholly conclusory fashion, that “The acts of [each Defendant]... offended public policy... or... were immoral, unethical, oppressive or unscrupulous.” *See* Complaint ¶¶ 76, 109, 128, 147, and 166. This is inadequate to sustain claims for CUTPA violations and, accordingly, Counts Three, Eleven, Fifteen, Nineteen, and Twenty-Three should be stricken.

**D. Count Seven, Alleging Constructive Fraud by O’Grady, is Legally Insufficient Because the Complaint Fails to Set Forth Any Factual Allegations Supporting A Claim for Fraud.**

To establish an action for constructive fraud, the plaintiff must prove in addition to the elements of fraud, the existence of a confidential or special relationship and the breach of that relationship. *Mitchell v. Mitchell*, 31 Conn. App. 331, 334-35, 625 A.2d 828 (1993). Once such a relationship is established, the burden shifts to the fiduciary to prove fair dealing by clear and convincing evidence. In addition, the elements of a fraud must be proven by clear and convincing evidence. *Id.* at 335.

The elements of fraud action are: (1) a false representation was made as a statement of fact; (2) the statement was untrue and known to be so by its maker; (3) the statement was made with the intent of inducing reliance thereon; and (4) the other party relied on the statement to his detriment ... The determination of what acts constitute fraud is a question of fact ...” *McCann Real Equities Series XXII, LLC v. David McDermott Chevrolet, Inc.*, 93 Conn. App. 486, 518, 890 A.2d 140 (2006); *see also Simms v. Seaman*, 308 Conn. 523, 548, 69 A.3d 880 (2013).

However, “[t]he burden of proof and the elements necessary in an action for constructive fraud differ markedly from the prerequisites to liability for actual fraud. The breach of a confidential or special relationship forms the basis for liability under the doctrine of constructive fraud. The plaintiff must establish the existence of a confidential or special relationship ....” *Mitchell v. Mitchell*, 31 Conn. App. 331, 334, 625 A.2d 828, 830 (1993).

“Connecticut case law firmly establishes that fraud must be proven by a standard more exacting than a fair preponderance of the evidence.” *J. Frederick Scholes Agency v. Mitchell*, 191 Conn. 353, 358, 464 A.2d 795 (1983). “A claim of fraud must be proven by ‘clear and

satisfactory evidence.’ ” *Regis v. Connecticut Real Estate Investors Balanced Fund, Inc.*, 28 Conn. App. 760, 768, 613 A.2d 321, cert. denied, 224 Conn. 907, 615 A.2d 1048 (1992).

Plaintiff’s Complaint alleges that O’Grady, in deciding to leave her affiliation with WRRE, took steps which breached her agreement or agreements with WRRE. The Complaint, however, fails to allege any facts which satisfy the necessary elements of an action sounding in fraud, above and beyond allegations of mere breach of contract. Specifically, the Complaint does not contain any allegations that O’Grady made false statements, or that WRRE relied on any false statements. Accordingly, Count Seven should be stricken.

**E. Count Twenty-Four, against all Defendants, alleging Civil Conspiracy is Legally Insufficient Because Plaintiff Fails to Plead the Necessary Elements of the Required Underlying Causes of Action.**

“The [elements] of a civil action for conspiracy are: (1) a combination between two or more persons, (2) to do a criminal or an unlawful act or a lawful act by criminal or unlawful means, (3) an act done by one or more of the conspirators pursuant to the scheme and in furtherance of the object, (4) which act results in damage to the plaintiff ... [T]here is no independent claim of civil conspiracy. Rather, the action is for damages caused by acts committed pursuant to a formed conspiracy rather than by the conspiracy itself ... Thus, to state a cause of action, a claim of civil conspiracy must be joined with an allegation of a substantive tort.” *Larobina v. McDonald*, 274 Conn. 394, 408, 876 A.2d 522 (2005) (citations omitted).

“Consequently, for a plaintiff to recover on a conspiracy claim, the court must find the facts necessary to satisfy the elements of an independent underlying cause of action.” *Litchfield Asset Management Corp. v. Howell*, 70 Conn. App. 133, 140, 799 A.2d 298, cert. denied, 261 Conn. 911, 806 A.2d 49 (2002) (citations omitted).

Paragraphs 170 and 172 of the Complaint allege that the Defendants “communicated with one another and agreed to combine to terminate their affiliations with William Raveis...” and that “multiple acts in furtherance of this conspiracy” by Defendants, “include[ed] terminating their affiliations with William Raveis.” Even if true, these facts are inadequate to support a claim for Civil Conspiracy because, quite simply, Defendants’ decisions to leave WRRE does not constitute a “conspiracy.”

In addition, the Count Twenty-Four includes several wholly unsupported allegations that the Defendants “cancelled” WRRE listings “in furtherance of this conspiracy.” This is blatantly untrue. There is no evidence – and no facts provided in the Complaint – that any WRRE listings were “cancelled” by any of the Defendants. As such, these allegations must be disregarded and are inadequate to support any legal claims, including for civil conspiracy.

Because the Complaint fails to set forth facts adequate to support the underlying claims necessary to support a claim for civil conspiracy – *i.e.*, the tortious interference, fraud, and CUTPA claims, as set forth above – the claim for civil conspiracy is legally insufficient and should be stricken.

**F. Count Twenty-Five, against all Defendants, alleging Misuse of Computer System Information is Legally Insufficient Because it Does Not Plead any Specific Facts Regarding any Purported “Misuse.”**

Plaintiff alleges that Defendants violated Connecticut General Statute §§ 53a-251 and 53-451 because they “sent emails from their William Raveis work-computers to their personal emails accounts” and “made unauthorized use” of WRRE computer data. However, the Complaint fails to set forth any specific factual allegations regarding this claim, leaving Defendants wholly unable to discern what supposed improper conduct Plaintiff claims they



committed. Put quite simply, from the vague and conclusory statements in the Complaint, Defendants have no idea what acts Plaintiff is complaining about in this count.

Connecticut General Statute §§ 53a-251 provides, in relevant part, “[a] person commits computer crime when he violates any of the provisions of this section ... A person is guilty of the computer crime of unauthorized access to a computer system when, knowing that he is not authorized to do so, he accesses or causes to be accessed any computer system without authorization ... A person is guilty of the computer crime of misuse of computer system information when: (1) As a result of his accessing or causing to be accessed a computer system, he intentionally makes or causes to be made an unauthorized display, use, disclosure or copy, in any form, of data residing in, communicated by or produced by a computer system ... or ... [H]e uses or discloses any data he knows or believes was obtained in violation of [his unauthorized access or usage] ....”

Connecticut General Statute § 53-451(b) provides, in relevant part:

(b) Unauthorized use of a computer or computer network. It shall be unlawful for any person to use a computer or computer network without authority and with the intent to:

- (1) Temporarily or permanently remove, halt or otherwise disable any computer data, computer programs or computer software from a computer or computer network;
- (2) Cause a computer to malfunction, regardless of how long the malfunction persists;
- (3) Alter or erase any computer data, computer programs or computer software;
- (4) Effect the creation or alteration of a financial instrument or of an electronic transfer of funds;
- (5) Cause physical injury to the property of another;

(6) Make or cause to be made an unauthorized copy, in any form, including, but not limited to, any printed or electronic form of computer data, computer programs or computer software residing in, communicated by or produced by a computer or computer network; or

(7) Falsify or forge electronic mail transmission information or other routing information in any manner in connection with the transmission of unsolicited bulk electronic mail through or into the computer network of an electronic mail service provider or its subscribers.

Count Twenty-Five should be stricken because Plaintiff fails to allege any facts in the Complaint that any “unauthorized access” of WRRE’s computer system ever took place, or that any of the Defendants actually “misused” any of WRRE’s data. The count contains nothing other than wholly conclusory, and unsupported, allegations. Specifically, the Complaint states that, “As William Raveis employees, Defendants had access to, and regularly used, William Raveis’s ‘computer system’ . . .,” and that, “Defendants are guilty of misuse of computer system information because they made unauthorized use of William Raveis’s computer data by intentionally accessing William Raveis’s computer system and using William Raveis’s data to solicit William Raveis customers, and also disclosing William Raveis’s data to Compass.”

Even if true, the fact that Defendants “had access to” WRRE computer systems while they were employed by WRRE, would of course not constitute unauthorized access. While it is also true that, when considering a motion to strike, a complaint should be read broadly and not narrowly, the allegations of Count Twenty-Five are still legally insufficient because they fail to set forth any facts regarding what, how, or when “computer system information” was supposedly “taken” or “misused” or “disclosed.” Sending emails from WRRE accounts to personal accounts, for example, was encouraged and allowed by WRRE. Thus, again, even if true, these allegations are inadequate.

The Practice Book states that “[e]ach pleading shall contain a plain and concise statement of the material facts on which the pleader relies, but not of the evidence by which they are to be proved ...” Practice Book § 10-1. It further requires that the complaint “contain a concise statement of the facts constituting the cause of action ...” Practice Book § 10-20. However, Count Twenty-Five fails to contain any specific facts whatsoever which would constitute “misuse of computer system information.” The Complaint alleges that “[i]n the weeks preceding their disaffiliation from William Raveis, the defendants sent numerous emails from their William Raveis work-computers to their personal email accounts. The emails contained the contact information of William Raveis clients and confidential or proprietary information.” Complaint, ¶ 55. However, as discussed *infra*, each of the Defendant’s agreements with WRRE specifically exempt information, such as customer information, which was known to the Defendants prior to affiliating from WRRE – each of the Defendant’s Independent Contractor Agreements with WRRE exempt from confidentiality “any information” which the Defendant’s knew prior to affiliation with WRRE:

9. (a) ...Confidential Information does not include anything described above (i) which was known to Sales Agent before his/her affiliation with the Company under this Agreement...

*See* Defendants’ Independent Contractor Agreements, **Exhibits A, D, E, F, and G**, ¶ 9(a) (in each) (emphasis added).

There was no blanket prohibition on the sending of emails to personal accounts. Even if those emails contained WRRE customer information, the sending of that information in an email is likewise not a “misuse” of information and, as such, even if proven to be true, the statements in the complaint are legally insufficient to sustain a claim for Misuse of a Computer System and should be stricken.

**G. Count Twenty-Six, against all Defendants, alleging violations of CUTSA is Legally Insufficient Because WRRE Fails to Provide Any Factual Allegations Regarding Which Supposed “Trade Secrets” were “Misappropriated.”**

Count Twenty-Six alleges that “Defendants ‘misappropriated’ William Raveis's trade secrets within the meaning of Conn. Gen. Stat. § 35-51(b) by acquiring, disclosing to Compass, and/or using for their personal benefit William Raveis's trade secrets through improper means and/or without William Raveis's express or implied consent....” Complaint, ¶ 185. Connecticut General Statutes § 35–51(d) defines “trade secret” as “information, including a formula, pattern, compilation, program, device, method, technique, process, drawing, cost data or customer list that: (1) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.”

However, this Count should be stricken because Plaintiff WRRE fails to make any factual allegations about which supposed “trade secrets” it believes Defendants “misappropriated” or “disclosed to Compass.” Earlier in the Complaint, WRRE claims that “William Raveis’s confidential, proprietary and trade secret information includes, *inter alia*, customer information and buying preferences, real estate price and market analysis, marketing plans and strategies. The Company has also developed a software-based, proprietary process for the transaction management of each loan it originates....” Complaint, ¶ 9. However, Count Twenty-Six is entirely conclusory, unsupported by facts, and leaves the Defendants unable to even ascertain what “trade secrets” Plaintiff believes they “misappropriated.”

Not only does the Complaint not even attempt to identify which secret or secrets were supposedly taken or disclosed, but the Complaint also fails to make any attempt to identify which individual Defendants supposedly took or disclosed what “secrets.”

Further, the Complaint notes that WRRE requires agents to sign confidentiality agreements as support for the notion that WRRE “made reasonable efforts to maintain the secrecy of [its] purported trade secret.” *Elm City Cheese Co. v. Federico*, 251 Conn. 59, 80, 752 A.2d 1037, 1050 (1999), a mandatory element to support a claim for misappropriation of trade secrets, however the claim is still legal insufficient without specific factual allegations of misappropriation.

For example, WRRE identifies “customer information” as a protected “trade secret,” however each of the Defendant’s Independent Contractor Agreements with WRRE specifically exempt “any information” which the Defendant’s knew prior to affiliation with WRRE:

9. (a) ...Confidential Information does not include anything described above (i) which was known to Sales Agent before his/her affiliation with the Company under this Agreement...

*See* Defendants’ Independent Contractor Agreements, **Exhibits A, F, G, H, and I**, ¶ 9(a) (in each) (emphasis added). Thus, customer information which is known to the Defendants is not a protected “trade secret” pursuant to CUTSA.

Thus, Count Twenty-Six should be stricken for an abject failure to identify any facts or protected trade secrets which were supposedly “misappropriated” by any of the Defendants.

**H. Count Twenty-Seven, against all Defendants, alleging Conversion is Legally Insufficient Because Plaintiff Fails to Allege That Defendants Took Control of Any Tangible Property.**

Count Twenty-Seven, for Conversion, against all Defendants, is legally insufficient because it fails to allege that Defendants appropriated or assumed control of any tangible

property belonging to the Plaintiff. Under Connecticut Law, intangible property interests are generally not subject to the tort of conversion. *Hi-Ho Tower, Inc. v. Com-Tronics, Inc.*, 255 Conn. 20, 44, 761 A.2d 1268 (2000); *see also Deming v. Nationwide Ins. Co.*, 279 Conn. 745, 770-72, 905 A.2d 623 (2006).

Connecticut courts have “defined conversion as [a]n unauthorized assumption and exercise of the right of ownership over goods belonging to another, to the exclusion of the owner's rights ... It is some unauthorized act which deprives another of his property permanently or for an indefinite time; some unauthorized assumption and exercise of the powers of the owner to his harm. The essence of the wrong is that the property rights of the plaintiff have been dealt with in a manner adverse to him, inconsistent with his right of dominion and to his harm.” (Internal quotation marks omitted.) *Moore v. Waterbury Tool Co.*, 124 Conn. 201, 209, 199 A. 97 (1938); *see also Falker v. Samperi*, 190 Conn. 412, 419, 461 A.2d 681 (1983); *Devitt v. Manulik*, 176 Conn. 657, 660, 410 A.2d 465 (1979); 1 Restatement (Second), Torts, § 222A (1965); D. Wright et al., *Connecticut Law of Torts* (4th Ed. 2018) § 26, p. 54-55 (“[a]n action of conversion is a suit for damages by the owner of a chattel, or by one entitled to the immediate possession of the chattel, against one who has wrongfully appropriated the chattel ... in derogation of the rights of the rightful owner or possessor”).

The Plaintiff's Complaint fails to identify any factual or legal grounds remotely related to taking or control of tangible property or goods belonging to Plaintiff. To the contrary, Plaintiff's claim for Conversion alleges only that Defendants took “William Raveis's confidential, proprietary and trade secret information and processes.” Even if true, the “taking” of information and/or “processes” cannot support a claim for conversion. Accordingly, this Count should be stricken.

### III. CONCLUSION

For the foregoing reasons, Defendants respectfully request that each of the counts named above of Plaintiff's Complaint be stricken.

DEFENDANTS  
KATHLEEN O'GRADY, ANNETTE PALMIERI,  
BARBARA VOYTAS, LESLIE STETTER, and  
GORANA KLARIC

By: /s/ Elizabeth W. Swedock  
Mark P. Carey (413729)  
Elizabeth W. Swedock (430889)  
Carey & Associates, P.C.  
71 Old Post Road, Suite One  
Southport, CT 06890  
(203) 255-4150 tel  
(203) 255-0380 fax  
mcarey@capclaw.com  
eswedock@capclaw.com

### **CERTIFICATION OF SERVICE**

Pursuant to Practice Book Section 10-14, I hereby certify that a copy of the above was delivered via U.S. Mail or electronically on March 11, 2020 to all counsel of record:

BARCLAY DAMON LLP (440819)  
545 LONG WHARF DRIVE  
9TH FLOOR  
NEW HAVEN, CT 06511  
[rbowerman@barclaydamon.com](mailto:rbowerman@barclaydamon.com)

/s/  
Elizabeth W. Swedock

# **EXHIBIT A**



# WILLIAM RAVEIS

— REAL ESTATE & HOME SERVICES —

New England's Largest Family-Owned Real Estate Company

## WILLIAM RAVEIS REAL ESTATE, INCORPORATED INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and effective as of the 14<sup>TH</sup> day of February, 2006 by and between Katie O'Grady (the "Sales Agent"), and William Raveis Real Estate, Incorporated, a Connecticut corporation (the "Company" or "Broker"). In consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, Sales Agent and the Company agree as follows:

1. The Company is qualified under the laws of the State of Connecticut to engage in business as a real estate broker and is licensed to and does procure listings for the sale, lease or rental of real estate, as well as agreements to represent prospective buyers or tenants. Subject to the terms of this Agreement, Sales Agent will be affiliated with the Company as an independent contractor for the purpose of engaging in the real estate business in Connecticut as provided by Connecticut law. Sales Agent's affiliation with the Company under this Agreement will commence on the effective date set forth in the first full paragraph on page 1 of this Agreement and will continue until this Agreement is terminated. This Agreement may be terminated by either party at any time upon notice given to the other.

2. The Company grants to Sales Agent for the term of this Agreement a non-exclusive license to use the tradename(s), trademark(s) and other intellectual property of the Company, in common with other licensees affiliated with the Company, for the purpose of engaging in the real estate business in Connecticut. Recognizing the value of the Company's tradename(s), trademark(s), and other intellectual property and their effect on the Company's business and reputation, Sales Agent will use the Company's tradename(s), trademark(s), and other intellectual property only in full compliance with all policies, procedures and standards for such use that have been or may be developed from time to time by the Company in its sole discretion.

3. Together with other persons affiliated with the Company who are assigned to the office, Sales agent may make such reasonable use of the office's facilities, equipment and supplies, in accordance with the directives of the Company's office Sales Manager and the Company's policies and procedure, as may be appropriate in order for the Sales Agent to conduct his/her business activities as a real estate salesperson affiliated with the Company. The Company may provide office facilities and supplies for the use of Sales Agent, but Sales Agent shall otherwise pay his/her own expenses, including but not limited to automobile, travel and entertainment expenses.

4. Sales Agent shall pay all broker's or salesperson's license fees and all dues, if any, for membership in the National Association of Realtors, the Massachusetts Association of Realtors, the Connecticut Association of Realtors, and the local Association of Realtors, the M.L.S. and all of Sales Agent's expenses for travel, health insurance, personal liability insurance, and personalized business materials. The Company shall not be liable to Sales Agent for any expenses incurred by Sales Agent, or for any of his/her actions or failures to act, nor shall Sales Agent be liable to the Company for the cost and expenses of operating the Company's office; provided, however, that the expense of attorney's fees, appraisal fees and other like costs which are incurred in connection with a particular transaction, or which are incurred in the collection of or the attempt to collect commission, shall be paid by parties as mutually agreed upon.

(a) Sales Agent shall, at his/her sole cost and expense, maintain in full force and effect during the term of this Agreement automobile liability insurance to protect both the Sales Agent and the Company against claims of personal injury, death, or property damage, with per occurrence limits of not less than \$100,000.00 and aggregate limits of not less than \$300,000.00 and a deductible of not more than \$1,000.00. Sales Agent must arrange for the Company to be named as an additional insured on his/her policy, or alternatively that the Company will be provided at least thirty days advance notice of any cancellation of the policy. Within fifteen



days after the effective date of this Agreement, Sales Agent will provide to the Company documentation (such as an insurance certificate) confirming that Sales Agent has the required insurance coverage in place.

5. In the event that the Company advances any expenses or other monies to Sales Agent in accordance with Company's accounting policies, Sales Agent agrees that the Company may deduct any monies advanced from commissions due Sales Agent. Sales Agent agrees to repay Company any balance due within thirty days of termination.

6. From time to time the Company will make available to the Sales Agent training and educational programs which are intended to assist in the development of Sales Agent's abilities and expertise as a real estate salesperson.

7. Sales Agent will perform services for the Company, clients of the Company, and others (the "Services") in full compliance with this Agreement and in full compliance with the policies and procedures set forth in the Company's Policies & Procedures Manual applicable to real estate salespersons affiliated with the Company (the "Policies & Procedures Manual").

(a) Sales Agent agrees, represents and warrants that he/she has the ability and resources necessary to provide the Services; that he/she will use his/her best skill, judgment and efforts to timely perform all Services in a manner satisfactory to the Company, clients of the Company and others for whom Services are rendered; that he/she will timely and fully perform all of his/her duties, responsibilities and obligations under this Agreement; and that he/she will comply with and will be bound by the policies and procedures set forth in the Company's Policies & Procedures Manual.

(b) Sales Agent agrees, represents and warrants that all of Sales Agent's Services will be rendered in full compliance with all applicable federal, state and local laws, regulations, ordinances, codes, and other legal requirements (including without limitation all federal or state fair housing laws and regulations). Sales Agent will immediately notify the Company's General Counsel or Vice President of Human Resources (i) of any expiration, loss or other adverse change in the status of Sales Agent's license as a real estate salesperson or broker, (ii) if any complaint concerning the Sales Agent is filed with any regulatory authority, or (iii) if any client or third party makes any demand for damages or compensation from Sales Agent relating to any real estate transaction in which the Sales Agent participated while affiliated with the Company.

(c) Sales Agent agrees, represents and warrants that Sales Agent is, for purposes of workers' compensation and otherwise, engaged as an independent contractor associated with the Company and not as an employee or legal agent of the Company; that Sales Agent shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including without limitation wage withholding, payroll, unemployment insurance, social security, and sales and income taxes, relating to any commission payments or other compensation Sales Agent directly or indirectly receives from the Company; and that Sales Agent is not entitled to receive and is not eligible for any benefits which accrue to employees of the Company, including without limitation such benefits as health insurance and retirement benefits.

(d) Sales Agent represents and warrants that any outside employment during the term of this Agreement will be unrelated to and not conflict with the business of the Company and its affiliates. Sales Agent shall be paid commissions based on his/her gross sales, if any, without deduction for taxes, which commissions shall be directly related to sales or other output. Sales Agent shall not receive any remuneration related to the number of hours worked and shall not be treated as an employee with respect to such services for purposes of workers' compensation. During the term of this Agreement the Company will make commission payments to Sales Agent in accordance with this Agreement, and in accordance with the Company's Policies & Procedures Manual and applicable Commission Schedule in effect at the time of the closing of the transaction for which a commission is payable. Copies of the Company's Policies & Procedures Manual and applicable Commission Schedule in effect as of the date of this Agreement will be provided to Sales Agent.

(e) In performing Services, Sales Agent may work any hours that he/she chooses, and may work out of his/her own home or the office of the Company to which Sales Agent is assigned.



(f) Without the express prior written approval of the Company, Sales Agent is not authorized to do and will not do or perform any act or make any representation, promise or commitment, which is in any way intended to bind the Company.

(g) Without the express prior written approval of the Company, Sales Agent may not assign or delegate to any other person or entity the performance of any of Sales Agent's duties, responsibilities or obligations under this Agreement.

(h) Sales Agent represents and warrants that he/she will maintain in full force and effect during the term of this Agreement, at Sales Agent's sole cost and expense, any and all licenses or authorizations required for Sales Agent to perform Services in each jurisdiction where his/her Services are to be rendered under this Agreement.

(i) The Company will make commission payments to Sales Agent after the Company receives the funds with respect to which a commission payment is due.

(j) When Sales Agent's affiliation with the Company under this Agreement terminates for any reason, the commissions relating to any property for which Sales Agent is a listing agent, selling agent or referring agent as of the date of termination shall be adjusted in accordance with the Company's Policies & Procedures Manual.

(k) The Company has the sole and exclusive right to determine, in accordance with the Company's Policies & Procedures Manual, whether to pursue any action (by way of a lawsuit or otherwise) to seek to collect commissions or other amounts owed by clients or third parties in any transactions involving the Company and the Sales Agent. Sales Agent will cooperate with the Company in connection with any such action.

8. The Company purchases a Professional Liability Errors and Omissions Insurance, which provide certain insurance coverage for Sales Agents. For any claim involving a Sales Agent that falls within the coverage of the policy, Sales Agent is responsible for the first \$5,000 of the policy deductible, and the Company will pay the balance of the deductible. The amount can be changed at the discretion of the CEO or President at any time. Changes will be updated in the Policy and Procedures manual.

9. Sales Agent may not use for the benefit of any person or entity other than the Company, and Sales Agent may not disclose to any person or entity other than the Company, either directly or indirectly, any Confidential Information of the Company.

(a) As used in this Agreement, the term "Confidential Information" means the existence and contents of agreements (including this Agreement); the Company's Policies & Procedures Manual, methods of operation and compensation system; business and marketing plans or strategies; financial information and data; non-public information provided to the Company by clients or third parties; and all documentation, reports and data (recorded in any form) relating to the foregoing. Confidential Information does not include anything described above (i) which was known to Sales Agent before his/her affiliation with the Company under this Agreement, or (ii) which is generally known to the public, unless it became generally known through an act or failure to act of Sales Agent, in which case it will remain Confidential Information.

(b) If Sales Agent is in doubt as to whether any information received in the course of his/her affiliation with the Company constitutes Confidential Information, Sales Agent will treat the information as Confidential Information. In the event of a dispute between Sales Agent and the Company as to whether specific information constitutes Confidential Information, the information in dispute will be presumed to be Confidential Information, and Sales Agent will have the burden of proving that the information in dispute is not Confidential Information.

10. (a) All listing agreements, referrals, buyer/tenant representation agreements, or other similar agreements obtained for the Company by Sales Agent or provided by the Company to Sales Agent during the term of this Agreement shall remain the property of the Company notwithstanding any termination of Sales Agent's affiliation with the Company under this Agreement, and Sales Agent shall at the Company's request at any time provide written confirmation of the Company's sole and exclusive ownership and rights with respect to such listing agreements, referrals, buyer/tenant representation agreements, or other similar agreements.



(b) Sales Agent shall not contract with other Company Sales Agents in any manner that, directly or indirectly relates to the Company's business or real estate practice as defined in paragraph 1 herein without obtaining prior written approval from a Company General Manager, President, or CEO.

11. As required by the CT statute Sec. 20-3289A, when his/her affiliation with the Company terminates for any reason, Sales Agent will not, either directly or indirectly, solicit on behalf of any person or entity other than the Company (including but not limited to the Sales Agent himself/herself) the business of any client who has a listing agreement, buyer/tenant representation agreement, or other similar agreement with the Company, until the term of such agreement ends.

12. The Sales Agent agrees that during the term of this Agreement and for a period of one (1) year thereafter, the Sales Agent shall not employ or hire, or attempt to employ or hire, any independent contractors, sales agents, or employees of the Company. The parties agree that damages for each breach of this Section 12 may be difficult to ascertain and therefore agree that the breaching party of this Section herein shall pay to the non-breaching party the sum of \$25,000 for each instance of breach of the non-solicitation described herein.

13. The Sales Agent and Company agree to refrain from making any false, negative, and/or disparaging remarks, statements or communications about the other party during the term of this Agreement or any time after the expiration or termination of this Agreement.

14. In addition to and not in lieu of any other obligation contained in this Agreement, Sales Agent agrees to and shall indemnify the Company (and the Company's officers, directors and shareholders) and hold the Company (and the Company's officers, directors and shareholders) harmless with respect to any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities of any nature whatsoever arising in connection with or relating in any way to (i) any breach or threatened breach of this Agreement by Sales Agent; (ii) the performance of Sales Agent's Services under this Agreement, including any assertion that Sales Agent's Services fail to comply in any way with the provisions of this Agreement; and (iii) any negligence, intentional acts, misrepresentations or omissions by Sales Agent.

15. The Company has the right, in its sole discretion, to modify at any time any of the policies or procedures set forth in the Company's Policies & Procedures Manual or otherwise, as well as any applicable Commission Schedule. Any such modification will be deemed to be effective and will be binding on the Company and on the Sales Agent ten days after the Company notifies the Sales Agent of the modification unless, within such ten day period, the Sales Agent notifies the Company that he/she is exercising his/her right to terminate this Agreement. Any modifications of the Company's Policies & Procedures Manual or the Company's Commission Schedules will be made available to the Sales Agent on the Company's intranet site or otherwise. Except as expressly provided in this Section 15, this Agreement cannot be changed or modified other than in writing signed by both Sales Agent and the Company's President.

16. This Agreement (and, to the extent applicable, the documents specifically referred to in this Agreement such as the Company's Policies & Procedures Manual and Commission Schedule) constitutes the entire agreement of the parties concerning its subject matter and shall supersede the terms of any other prior or contemporaneous agreement, representation or understanding (whether oral or written) between the parties concerning the subject matter of this Agreement. Sales Agent acknowledges that in connection with Sales Agent's decision to enter into this Agreement, Sales Agent has not relied on any representations, promises or agreements of any kind except for those set forth in this Agreement.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that Sales Agent may not assign any of Sales Agent's duties, responsibilities or obligations under this Agreement except as provided herein.

18. The Company and Sales Agent agree that Connecticut law (without regard to Connecticut's conflict of laws provisions) shall govern their rights and obligations toward one another under this Agreement. Furthermore, it is the intent of the parties that this Agreement be enforceable to the fullest extent permitted by Connecticut law. Accordingly, if any provision of this Agreement as presently written should be construed to be illegal, invalid or unenforceable, said illegal, invalid or unenforceable provision shall be deemed to be amended and construed to have the broadest scope permissible (Sales Agent and the Company intending and agreeing that any provision of



this Agreement may be reformed to have the broadest scope permitted by applicable law), and if no validating amendment or construction is possible, shall be severable from the rest of this Agreement, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

19. The Company has the right to inform any employer or prospective employer of Sales Agent, or any other third party who may have dealings with Sales Agent, of Sales Agent's obligations under this Agreement.

20. The waiver by either party of any breach of this Agreement or right hereunder shall not operate or be construed as a waiver of any other breach or right hereunder, and no such waiver shall be effective unless set forth in a writing signed by the party who is charged with waiving the breach or right at issue.

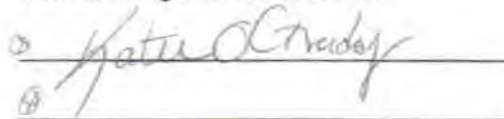
21. All notices required or permitted to be given under this Agreement will be sufficient only if in writing and given by hand delivery, by overnight mail service, by regular mail, or by e-mail, addressed to the party for whom the notice is intended at the party's address set forth below or such other address as either party may designate in writing to the other party in compliance with this provision. Any notice by hand delivery, overnight mail or e-mail will be effective upon delivery, and any notice by regular mail will be deemed to have been received and be effective on the third business day following the mailing of the notice. Notices shall be sent:

If to the Company, addressed to:

William Raveis Real Estate, Inc.  
Attn.: President  
7 Trap Falls Road  
Shelton, CT 06484

E-mail: [personnel@raveisre.com](mailto:personnel@raveisre.com)

If to Sales Agent, addressed to:



E-mail: [K.SOGARDY@optonline.net](mailto:K.SOGARDY@optonline.net)

22. Any dispute between the Company and the Sales Agent which is not resolved informally, including but not limited to any claim or controversy arising out of or relating to this Agreement or any alleged breach of this Agreement, or arising out of or relating to the relationship between the Company and the Sales Agent or the termination of that relationship, shall be resolved by arbitration conducted at the Company's offices in Shelton, Connecticut, in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in any state or federal court in Connecticut. The decision as to whether to adjudicate the dispute in court or through arbitration shall be made in the sole discretion of the Company. The issues and claims in any such arbitration shall be decided in accordance with Connecticut law. In the event arbitration is selected by the Company, the award in any such arbitration shall be final and binding, and judgment on any such award may be entered in any court having jurisdiction.
23. Any dispute between the Sales Agent and any other real estate salesperson affiliated with the Company relating to real estate agency, the obligations hereunder or payment of commission if not resolved informally, shall be resolved by arbitration conducted at the Company's offices in Shelton, Connecticut, by a neutral arbitration panel of three arbitrators comprised of Sales Managers of the Company selected by the Company. The award in any such arbitration shall be final and binding, and judgment on such award may be entered in any court having jurisdiction.
24. If there is a breach or threatened breach of the provisions of this Agreement, the Sales Agent hereby agrees and acknowledges that any breach of same will cause irreparable damage to the Company or that any such breach will violate Connecticut General Statutes Section 35-51 et seq. and/or section 52-570b and that the Company will not have an adequate remedy at law and that the Company shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction restraining the Sales Agent from such breach. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies for such breach or threatened breach as it may be entitled to at law or in equity or under this Agreement or otherwise.

# **EXHIBIT B**

**WILLIAM RAVEIS REAL ESTATE  
INDEPENDENT CONTRACTOR ADDENDUM**

This Independent Contractor Addendum is made and effective as of the 22 day of 2019, 2019 by and between KATIE O'GRADY and William Raveis Real Estate, Incorporated and supplements the Sales Agent's Independent Contractor Agreement with the Company. In consideration of the following terms, the Sales Agent and the Company agree as follows:

**1. Marketing Bonus**

The Company agrees to pay Sales Agent a bonus of twenty thousand dollars (\$20,000) (the "Bonus") being paid to the Sales Agent in two installments following execution of this addendum with the Company the first installment of ten thousand dollars (\$10,000) will be paid within ten (10) business days of affiliation date. The second installment of ten thousand dollars (\$10,000) will be paid on January 02, 2020. The Sales Agent must be affiliated with the Company in order to receive bonus

**2. Enhanced Agent Split Incentive**

The Sales Agent's commission split shall be [REDACTED] A six percent (6%) marketing fee will be deducted from all commissions according to the Company Policies and Procedures Manual.

**3. William Raveis Marketing Investment**

The Company agrees to invest in Sales Agent's business through reimbursement of every dollar paid by the Sales Agent for direct mail & digital marketing products offered through Raveis 365, as well as approved personal marketing promotion based on company brand standards up to thirty thousand dollars (\$30,000) for approximately the first twenty-four (24) months following execution of this addendum. The Company shall reimburse the Sales Agents upon submission of paid invoices and copies of the corresponding advertisements. The Sales Agent shall be permitted to expend seven thousand five hundred dollars (\$7,500) of the marketing budget described herein bi-annually beginning upon execution of this addendum through March 31, 2019 and every six-month period thereafter until March 31, 2021. If the Sales Agent does not use the full \$7,500 within each 6-month period, any unused difference can either be rolled over or paid out to The Sales Agent bi-annually. The Sales Agent must be affiliated with the Company to receive reimbursement.

**4. Early Termination**

If the Sales Agent terminates his or her independent contractor affiliation with the Company within two (2) years of executing this Addendum, the Sales Agent agrees to repay to the Company any special compensation set forth in this Addendum, that has already been used by The Sales Agent specifically described in Sections 1 & 3 of this Addendum (herein, the "Special Compensation") upon said Early Termination. In the event of Early Termination, the Company reserves the right to withhold any unpaid commissions or portions thereof to recoup said Special Compensation. If Sales Agent does not repay the Special Compensation at or prior to the Early Termination, Sales Agent agrees to pay all costs of collection, including attorneys' fees, whether or not a lawsuit is commenced as part of the collection process. In the event of early termination, if the Sales Agent reimburses The Company for all monies owed, there will be no non-compete clause. Should there be a senior management and/or significant policy change that affects the Fairfield/Southport branch of William Raveis OR William Raveis is sold this agreement will be null and void.

**5. Confidentiality**

The parties agree that the terms and conditions of this Addendum shall remain confidential to those parties involved. Said confidentiality prohibits either party from disclosing such information to any other third parties, including, but not limited to, the Agent's disclosure to other Company independent contractors. The Company may enforce, in its sole discretion, this Addendum or breach thereof by the Agent by immediately voiding any or all of the terms or conditions contained herein, terminating the Agents affiliation with the Company, and/or by filing for an injunction and/or by an action for damages in any court of competent jurisdiction. The provisions of this Section shall survive the termination of the Sales Agent's affiliation with the Company for any reason whatsoever and/or the termination of this Addendum or the Agreement for any reason whatsoever.

6. Integration

This Agreement/Addendum, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written, except the Independent Contractor Agreement executed on February 14, 2006 between the parties (the, "ICA"), which shall remain effective and supplemented by this Addendum. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Addendum and the ICA, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Addendum.

WHEREFORE, the Company and Sales Agent have entered into this Sales Agent Addendum as of and effective on the date and year first written above.

WILLIAM RAVEIS REAL ESTATE, INC

KATIE O'GRADY

By: Chris Raveis  
Chris Raveis, President of Residential Sales

K O'Grady  
Katie O'Grady, Sales Agent

Dated: 3/25/2019

Dated: 3/22/19

THIS ADDENDUM SHALL ONLY BE BINDING UPON COMPANY IF EXECUTED ON COMPANY'S BEHALF BY  
COMPANY'S MANAGING PARTNER, EVP OR CEO.



# **EXHIBIT C**

# WILLIAM RAVEIS REAL ESTATE

## LOYALTY ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

This Addendum is made and effective as of the 27 day of November, 2013 by and between Katie O'Grady (the "Sales Agent"), and William Raveis Real Estate, Incorporated, a Connecticut corporation (the "Company"), and supplements the Sales Agent's Independent Contractor Agreement with the Company, if an agreement is currently in effect. In consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, the Sales Agent and the Company agree as follows:

### 1. William Raveis Advantage Program

The Company agrees to invest in Sales Agents' business through reimbursement for every dollar paid by Sales Agent for mailings up to \$25,000 total. Mailings must be processed through the William Raveis Advantage Program and the Company shall reimburse the Sales Agent upon submission of paid invoices. The Sales Agents shall be permitted to expend up to \$1,250 of the marketing budget described herein per quarter (the, "quarterly limit"). If the Sales Agent does not use the full \$1,250 quarterly limit by the end of the quarter, unused difference shall not be carried forward. The reimbursement incentive shall apply for a period of 5 years from execution of this agreement.

### 2. Agent Split

Effective upon execution of this agreement, the Sales Agent's commission split shall be [REDACTED] A six percent (6%) marketing fee will be deducted from all commissions according to the Company Policies and Procedures Manual.

### 3. Agent Enhancement Program

The Company will provide the Agent Enhancement Program free of charge for life.

### 4. Loyalty Agreement

Sales Agents agrees and covenant that if they were to terminate their affiliation with the Company for any reason, the Sales Agents shall not affiliate with or be employed by any competing real estate company located within a 25 miles radius of Southport, Connecticut for a period of ~~eighteen (18)~~ <sup>Twelve (12)</sup> months after termination. Company and Sales Agents agree that the remedies contained at law will be inadequate and that Company shall be entitled to injunctive relief in any action or proceeding brought to enforce the same. This is not in effect if the Sales Agent's affiliation is terminated by Company.

Company and Sales Agent agrees that if one of the below mentioned items are breached, that the company will have a six month period of time to remediate to the satisfaction of the Sales Agent. If at that time, the Company cannot remedy the situation, then this would invalidate the loyalty agreement.

1. There were to be significant policy changes that ~~provides prolonged disruption to the~~ <sup>affect (12)</sup> the Fairfield/Southport branch of the Company
2. There were to be Senior Management changes that affect the Fairfield/Southport Branch of the Company.
3. William Raveis or Sons sell the Company

This is not in effect if the Sales Agent's affiliation is terminated by the Company.



5. Non-Interference/Non-Solicitation

The Sales Agent recognizes and acknowledges that she will have had close personal contact with Employees, officers, and agents of the Company on a regular and continuing basis during the term of this Agreement. The trade and goodwill of the Company is directly dependent upon the preservation of the Company's relationships with its Employees, independent contractors, or agents and with the retention within the Company's organization on a confidential basis of information relating to the identity of and other information regarding such Employees, independent contractors, or agents and certain other data, records and statistics. Accordingly, the Employee agrees that during the term of this Agreement and for a period of twelve (12) months thereafter, the Employee shall not directly or indirectly, recruit to another company, employ or hire, or attempt to recruit to another company, employ or hire, any present Employees, independent contractors or agents of the Company or interfere with, or attempt to interfere with, or disrupt, or attempt to disrupt, the relationship, contractual or otherwise, between the Company and any present Employees, independent contractors or agents of the Company. This agreement is to include team agents that work under Katie O'Grady.

6. Confidentiality

The parties agree that the terms and conditions of this Addendum shall remain confidential to those parties involved. Said confidentiality prohibits either party from disclosing such information to any other third parties, including, but not limited to, the Agent's disclosure to other WRRE independent contractors. WRRE may enforce, in its sole discretion, this Addendum or breach thereof by the Agent by immediately voiding any or all of the terms or conditions contained herein, terminating the Agent's affiliation with WRRE, and/or by filing for an injunction and/or by an action for damages in any court of competent jurisdiction. The provisions of this Section shall survive the termination of the Sales Agent's employment with the Company for any reason whatsoever and/or the termination of this Addendum or the Independent Contractor Agreement for any reason whatsoever. The parties agree that damages for each breach of this Addendum may be difficult to ascertain and therefore agree that the breaching party of this Section shall pay to the non-breaching party the sum of \$25,000 for each instance of breach of confidentiality described herein.

7. Conflicts

In the event of conflict with the Sales Agent's previous agreements with Company, this Addendum shall prevail and govern. The Special Compensation (i.e. special business terms given to Sales Agent in this Addendum and as defined in Sections 1, 2 and 3 of this Addendum) specified in this Addendum shall be the only Special Compensation for which the Sales Agent is eligible. All other Special Compensation set forth in any previous Addendum or any other agreement shall be replaced by the terms set forth herein and all other Special Compensation shall cease as of the date of the execution of this Addendum.

WHEREFORE, the Company and Sales Agent have entered into this Addendum as of and effective on the date and year first written above.

WILLIAM RAVEIS REAL ESTATE, INCORPORATED

By: [Signature]  
Kent Hanley, Executive VP of Sales-CT

Dated: 1-14-13

By: [Signature]  
Linda Meyers, VP of Sales - Fairfield/Southport

Dated: 11/27/13

Katie O'Grady

[Signature]  
Katie O'Grady, Sales Agent

Dated: 11/27/13

THIS ADDENDUM SHALL ONLY BE BINDING UPON COMPANY IF EXECUTED ON COMPANY'S BEHALF BY COMPANY'S EVP, PRESIDENT, OR CEO.

# **EXHIBIT D**



# WILLIAM RAVEIS

— REAL ESTATE • MORTGAGE • INSURANCE —

The Largest Family-Owned Real Estate Company in the Northeast

## WILLIAM RAVEIS REAL ESTATE, INCORPORATED INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and effective as of the 6 day of January, 2012 by and between Gorana Klaric (the "Sales Agent"), and William Raveis Real Estate, Incorporated, a Connecticut corporation (the "Company" or "Broker"). In consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, Sales Agent and the Company agree as follows:

1. The Company is qualified under the laws of the State of Connecticut to engage in business as a real estate broker and is licensed to and does procure listings for the sale, lease or rental of real estate, as well as agreements to represent prospective buyers or tenants. Subject to the terms of this Agreement, Sales Agent will be affiliated with the Company as an independent contractor for the purpose of engaging in the real estate business in Connecticut as provided by Connecticut law. Sales Agent's affiliation with the Company under this Agreement will commence on the effective date set forth in the first full paragraph on page 1 of this Agreement and will continue until this Agreement is terminated. This Agreement may be terminated by either party at any time upon notice given to the other.

2. The Company grants to Sales Agent for the term of this Agreement a non-exclusive license to use the tradename(s), trademark(s) and other intellectual property of the Company, in common with other licensees affiliated with the Company, for the purpose of engaging in the real estate business in Connecticut. Recognizing the value of the Company's tradename(s), trademark(s), and other intellectual property and their effect on the Company's business and reputation, Sales Agent will use the Company's tradename(s), trademark(s), and other intellectual property only in full compliance with all policies, procedures and standards for such use that have been or may be developed from time to time by the Company in its sole discretion.

3. Together with other persons affiliated with the Company who are assigned to the office, Sales agent may make such reasonable use of the office's facilities, equipment and supplies, in accordance with the directives of the Company's office Sales Manager and the Company's policies and procedure, as may be appropriate in order for the Sales Agent to conduct his/her business activities as a real estate salesperson affiliated with the Company. The Company may provide office facilities and supplies for the use of Sales Agent, but Sales Agent shall otherwise pay his/her own expenses, including but not limited to automobile, travel and entertainment expenses.

4. Sales Agent shall pay all broker's or salesperson's license fees and all dues, if any, for membership in the National Association of Realtors, the Massachusetts Association of Realtors, the Connecticut Association of Realtors, and the local Association of Realtors, the M.L.S. and all of Sales Agent's expenses for travel, health insurance, personal liability insurance, and personalized business materials. The Company shall not be liable to Sales Agent for any expenses incurred by Sales Agent, or for any of his/her actions or failures to act, nor shall Sales Agent be liable to the Company for the cost and expenses of operating the Company's office; provided, however, that the expense of attorney's fees, appraisal fees and other like costs which are incurred in connection with a particular transaction, or which are incurred in the collection of or the attempt to collect commission, shall be paid by parties as mutually agreed upon.

(a) Sales Agent shall, at his/her sole cost and expense, maintain in full force and effect during the term of this Agreement automobile liability insurance to protect both the Sales Agent and the Company against claims of personal injury, death, or property damage, with per occurrence limits of not less than \$100,000.00 and aggregate limits of not less than \$300,000.00 and a deductible of not more than \$1,000.00. For insurance purposes, vehicles must be classified as "Business Use". Upon request, Sales Agent will provide to the Company documentation (such as an insurance certificate) confirming that Sales Agent has the required insurance coverage in place.

5. In the event that the Company advances any expenses or other monies to Sales Agent in accordance with Company's accounting policies, Sales Agent agrees that the Company may deduct any monies advanced from commissions due Sales Agent. Sales Agent agrees to repay Company any balance due within thirty days of termination.

6. From time to time the Company will make available to the Sales Agent training and educational programs which are intended to assist in the development of Sales Agent's abilities and expertise as a real estate salesperson.

# WILLIAM RAVEIS

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21. All notices required or permitted to be given under this Agreement will be sufficient only if in writing and given by hand delivery, by overnight mail service, by regular mail, or by e-mail, addressed to the party for whom the notice is intended at the party's address set forth below or such other address as either party may designate in writing to the other party in compliance with this provision. Any notice by hand delivery, overnight mail or e-mail will be effective upon delivery, and any notice by regular mail will be deemed to have been received and be effective on the third business day following the mailing of the notice. Notices shall be sent:

If to the Company, addressed to:

William Raveis Real Estate, Inc.  
Attn.: President  
7 Trap Falls Road  
Shelton, CT 06484

E-mail: [personnel@raveisre.com](mailto:personnel@raveisre.com)

If to Sales Agent, addressed to:

Gorana Klaric  
1354 Norman St Bpt CT 06604

E-mail: Gorana.Klaric@yahoo.com

22. Any dispute between the Company and the Sales Agent which is not resolved informally, including but not limited to any claim or controversy arising out of or relating to this Agreement or any alleged breach of this Agreement, or arising out of or relating to the relationship between the Company and the Sales Agent or the termination of that relationship, shall be resolved by arbitration conducted at the Company's offices in Shelton, Connecticut, in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in any state or federal court in Connecticut. The decision as to whether to adjudicate the dispute in court or through arbitration shall be made in the sole discretion of the Company. The issues and claims in any such arbitration shall be decided in accordance with Connecticut law. In the event arbitration is selected by the Company, the award in any such arbitration shall be final and binding, and judgment on any such award may be entered in any court having jurisdiction.
23. Any dispute between the Sales Agent and any other real estate salesperson affiliated with the Company relating to real estate agency, the obligations hereunder or payment of commission if not resolved informally, shall be resolved by arbitration conducted at the Company's offices in Shelton, Connecticut, by a neutral arbitration panel of three arbitrators comprised of Sales Managers of the Company selected by the Company. The award in any such arbitration shall be final and binding, and judgment on such award may be entered in any court having jurisdiction.
24. If there is a breach or threatened breach of the provisions of this Agreement, the Sales Agent hereby agrees and acknowledges that any breach of same will cause irreparable damage to the Company or that any such breach will violate Connecticut General Statutes Section 35-51 et seq. and/or section 52-570b and that the Company will not have an adequate remedy at law and that the Company shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction restraining the Sales Agent from such breach. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies for such breach or threatened breach as it may be entitled to at law or in equity or under this Agreement or otherwise.
25. Notwithstanding anything to the contrary contained herein, the provisions of Sections 2, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of this Agreement shall survive any termination or expiration of this Agreement regardless of how such termination or expirations may occur.
26. Sales Agent acknowledges that he/she has carefully read this Agreement, understands the terms and conditions of this Agreement, and has knowingly, voluntarily and freely entered into and executed this Agreement.

WHEREFORE, the Company and Sales Agent have entered into this Agreement as of and effective on the date and year first written above.

WILLIAM RAVEIS REAL ESTATE, INCORPORATED

By: 

SALES AGENT



## WILLIAM RAVEIS REAL ESTATE, INC.

### ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT: TEAM-AGENT

This Addendum to Independent Contractor Agreement: Team-Agent (the "Team-Agent Addendum") is made and effective as of the 6 day of January, 2012 by and between Goriana Klavic (the "Team-Agent"), and William Raveis Real Estate, Inc., a Connecticut corporation (the "Company"), and supplements the Team-Agent's Independent Contractor Agreement with the Company. In consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, the Team-Agent and the Company agree as follows:

1. The Company and the Team-Agent agree that the Team-Agent will participate in the Company's Mega Agent Program as a Team-agent working with Katie O'Grady (the "Mega Agent"). The Team-Agent will work under the direct supervision of the Mega Agent.

2. The Team-Agent's commission on any transaction involving the Team-Agent shall be divided between the Team-Agent and the Mega Agent in accordance with the Company's Mega Agent Program Guidelines in effect at the time of the closing of the transaction for which the commission is paid.

3. The Team-Agent shall comply with the Company's Mega Agent Program Guidelines. The Company has the right, in its sole discretion, to modify at any time any of the guidelines, policies or procedures set forth in the Company's Mega Agent Program Guidelines. Any such modification will be deemed to be effective and will be binding on the Company and on the Team-Agent ten days after the Company notifies the Team-Agent of the modification unless, within such ten day period, the Team-Agent notifies the Company that he/she is exercising his/her right to terminate his/her participation in the Company's Mega Agent Program. Any modifications of the Company's Mega Agent Program Guidelines will be made available to the Team-Agent on the Company's intranet site or otherwise.

4. *In the event of a conflict between the Mega Agent Program Guidelines and the Company's general policies and procedures, the Mega Agent Program guidelines shall control.*

William Raveis Real Estate, Inc.  
(the "Company")

By: [Signature]

Dated: 1/6/12

[Signature]  
Team-Agent

Dated: 1.6.12

# **EXHIBIT E**



# WILLIAM RAVEIS

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## WILLIAM RAVEIS REAL ESTATE, INCORPORATED INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and effective as of the 16 day of September, 2013 by and between Annette Palmieri (the "Sales Agent"), and William Raveis Real Estate, Incorporated, a Connecticut corporation (the "Company" or "Broker"). In consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, Sales Agent and the Company agree as follows:

1. The Company is qualified under the laws of the State of Connecticut to engage in business as a real estate broker and is licensed to and does procure listings for the sale, lease or rental of real estate, as well as agreements to represent prospective buyers or tenants. Subject to the terms of this Agreement, Sales Agent will be affiliated with the Company as an independent contractor for the purpose of engaging in the real estate business in Connecticut as provided by Connecticut law. Sales Agent's affiliation with the Company under this Agreement will commence on the effective date set forth in the first full paragraph on page 1 of this Agreement and will continue until this Agreement is terminated. This Agreement may be terminated by either party at any time upon notice given to the other.

2. The Company grants to Sales Agent for the term of this Agreement a non-exclusive license to use the tradename(s), trademark(s) and other intellectual property of the Company, in common with other licensees affiliated with the Company, for the purpose of engaging in the real estate business in Connecticut. Recognizing the value of the Company's tradename(s), trademark(s), and other intellectual property and their effect on the Company's business and reputation, Sales Agent will use the Company's tradename(s), trademark(s), and other intellectual property only in full compliance with all policies, procedures and standards for such use that have been or may be developed from time to time by the Company in its sole discretion.

3. Together with other persons affiliated with the Company who are assigned to the office, Sales agent may make such reasonable use of the office's facilities, equipment and supplies, in accordance with the directives of the Company's office Sales Manager and the Company's policies and procedure, as may be appropriate in order for the Sales Agent to conduct his/her business activities as a real estate salesperson affiliated with the Company. The Company may provide office facilities and supplies for the use of Sales Agent, but Sales Agent shall otherwise pay his/her own expenses, including but not limited to automobile, travel and entertainment expenses.

4. Sales Agent shall pay all broker's or salesperson's license fees and all dues, if any, for membership in the National Association of Realtors, the Massachusetts Association of Realtors, the Connecticut Association of Realtors, and the local Association of Realtors, the M.L.S. and all of Sales Agent's expenses for travel, health insurance, personal liability insurance, and personalized business materials. The Company shall not be liable to Sales Agent for any expenses incurred by Sales Agent, or for any of his/her actions or failures to act, nor shall Sales Agent be liable to the Company for the cost and expenses of operating the Company's office; provided, however, that the expense of attorney's fees, appraisal fees and other like costs which are incurred in connection with a particular transaction, or which are incurred in the collection of or the attempt to collect commission, shall be paid by parties as mutually agreed upon.

(a) Sales Agent shall, at his/her sole cost and expense, maintain in full force and effect during the term of this Agreement automobile liability insurance to protect both the Sales Agent and the Company against claims of personal injury, death, or property damage, with per occurrence limits of not less than \$100,000.00 and aggregate limits of not less than \$300,000.00 and a deductible of not more than \$1,000.00. For insurance purposes, vehicles must be classified as "Business Use". Upon request, Sales Agent will provide to the Company documentation (such as an insurance certificate) confirming that Sales Agent has the required insurance coverage in place.

5. In the event that the Company advances any expenses or other monies to Sales Agent in accordance with Company's accounting policies, Sales Agent agrees that the Company may deduct any monies advanced from commissions due Sales Agent. Sales Agent agrees to repay Company any balance due within thirty days of termination.

6. From time to time the Company will make available to the Sales Agent training and educational programs which are intended to assist in the development of Sales Agent's abilities and expertise as a real estate salesperson.

# WILLIAM RAVEIS

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7. Sales Agent will perform services for the Company, clients of the Company, and others (the "Services") in full compliance with this Agreement and in full compliance with the policies and procedures set forth in the Company's Policies & Procedures Manual applicable to real estate salespersons affiliated with the Company (the "Policies & Procedures Manual").

(a) Sales Agent agrees, represents and warrants that he/she has the ability and resources necessary to provide the Services; that he/she will use his/her best skill, judgment and efforts to timely perform all Services in a manner satisfactory to the Company, clients of the Company and others for whom Services are rendered; that he/she will timely and fully perform all of his/her duties, responsibilities and obligations under this Agreement; and that he/she will comply with and will be bound by the policies and procedures set forth in the Company's Policies & Procedures Manual.

(b) Sales Agent agrees, represents and warrants that all of Sales Agent's Services will be rendered in full compliance with all applicable federal, state and local laws, regulations, ordinances, codes, and other legal requirements (including without limitation all federal or state fair housing laws and regulations). Sales Agent will immediately notify the Company's General Counsel or Vice President of Human Resources (i) of any expiration, loss or other adverse change in the status of Sales Agent's license as a real estate salesperson or broker, (ii) if any complaint concerning the Sales Agent is filed with any regulatory authority, or (iii) if any client or third party makes any demand for damages or compensation from Sales Agent relating to any real estate transaction in which the Sales Agent participated while affiliated with the Company.

(c) Sales Agent agrees, represents and warrants that Sales Agent is, for purposes of workers' compensation and otherwise, engaged as an independent contractor associated with the Company and not as an employee or legal agent of the Company; that Sales Agent shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including without limitation wage withholding, payroll, unemployment insurance, social security, and sales and income taxes, relating to any commission payments or other compensation Sales Agent directly or indirectly receives from the Company; and that Sales Agent is not entitled to receive and is not eligible for any benefits which accrue to employees of the Company, including without limitation such benefits as health insurance and retirement benefits.

(d) Sales Agent represents and warrants that any outside employment during the term of this Agreement will be unrelated to and not conflict with the business of the Company and its affiliates. Sales Agent shall be paid commissions based on his/her gross sales, if any, without deduction for taxes, which commissions shall be directly related to sales or other output. Sales Agent shall not receive any remuneration related to the number of hours worked and shall not be treated as an employee with respect to such services for purposes of workers' compensation. During the term of this Agreement the Company will make commission payments to Sales Agent in accordance with this Agreement, and in accordance with the Company's Policies & Procedures Manual and applicable Commission Schedule in effect at the time of the closing of the transaction for which a commission is payable. Copies of the Company's Policies & Procedures Manual and applicable Commission Schedule in effect as of the date of this Agreement will be provided to Sales Agent.

(e) In performing Services, Sales Agent may work any hours that he/she chooses, and may work out of his/her own home or the office of the Company to which Sales Agent is assigned.

(f) Without the express prior written approval of the Company, Sales Agent is not authorized to do and will not do or perform any act or make any representation, promise or commitment, which is in any way intended to bind the Company.

(g) Without the express prior written approval of the Company, Sales Agent may not assign or delegate to any other person or entity the performance of any of Sales Agent's duties, responsibilities or obligations under this Agreement.

(h) Sales Agent represents and warrants that he/she will maintain in full force and effect during the term of this Agreement, at Sales Agent's sole cost and expense, any and all licenses or authorizations required for Sales Agent to perform Services in each jurisdiction where his/her Services are to be rendered under this Agreement.

(i) The Company will make commission payments to Sales Agent after the Company receives the funds with respect to which a commission payment is due.



# WILLIAM RAVEIS

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(j) When Sales Agent's affiliation with the Company under this Agreement terminates for any reason, the commissions relating to any property for which Sales Agent is a listing agent, selling agent or referring agent as of the date of termination shall be adjusted in accordance with the Company's Policies & Procedures Manual.

(k) The Company has the sole and exclusive right to determine, in accordance with the Company's Policies & Procedures Manual, whether to pursue any action (by way of a lawsuit or otherwise) to seek to collect commissions or other amounts owed by clients or third parties in any transactions involving the Company and the Sales Agent. Sales Agent will cooperate with the Company in connection with any such action.

8. The Company purchases Professional Liability Errors and Omissions Insurance which provides certain insurance coverage for Sales Agents affiliated with the Company. Sales Agent agrees to participate in the annual cost of the premium; the amount and method of payment to be determined by the Company. For any claim involving a Sales Agent that falls within the coverage of the policy, Sales Agent is responsible for a portion of the policy deductible (said deductible amount selected by Sales Agent at time of premium payment), and the Company will pay the balance of the deductible. The premium and deductible amounts can be changed at the discretion of the CEO or President at any time. Changes will be updated in the Policy and Procedures manual.

9. Sales Agent may not use for the benefit of any person or entity other than the Company, and Sales Agent may not disclose to any person or entity other than the Company, either directly or indirectly, any Confidential Information of the Company.

(a) As used in this Agreement, the term "Confidential Information" means the existence and contents of agreements (including this Agreement); the Company's Policies & Procedures Manual, methods of operation and compensation system; business and marketing plans or strategies; financial information and data; non-public information provided to the Company by clients or third parties; and all documentation, reports and data (recorded in any form) relating to the foregoing. Confidential Information does not include anything described above (i) which was known to Sales Agent before his/her affiliation with the Company under this Agreement, or (ii) which is generally known to the public, unless it became generally known through an act or failure to act of Sales Agent, in which case it will remain Confidential Information.

(b) If Sales Agent is in doubt as to whether any information received in the course of his/her affiliation with the Company constitutes Confidential Information, Sales Agent will treat the information as Confidential Information. In the event of a dispute between Sales Agent and the Company as to whether specific information constitutes Confidential Information, the information in dispute will be presumed to be Confidential Information, and Sales Agent will have the burden of proving that the information in dispute is not Confidential Information.

10. (a) All listing agreements, referrals, buyer/tenant representation agreements, or other similar agreements obtained for the Company by Sales Agent or provided by the Company to Sales Agent during the term of this Agreement shall remain the property of the Company notwithstanding any termination of Sales Agent's affiliation with the Company under this Agreement, and Sales Agent shall at the Company's request at any time provide written confirmation of the Company's sole and exclusive ownership and rights with respect to such listing agreements, referrals, buyer/tenant representation agreements, or other similar agreements.

(b) Sales Agent shall not contract with other Company Sales Agents in any manner that, directly or indirectly relates to the Company's business or real estate practice as defined in paragraph 1 herein without obtaining prior written approval from a Company General Manager, President, or CEO.

11. As required by the CT statute Sec. 20-3289A, when his/her affiliation with the Company terminates for any reason, Sales Agent will not, either directly or indirectly, solicit on behalf of any person or entity other than the Company (including but not limited to the Sales Agent himself/herself) the business of any client who has a listing agreement, buyer/tenant representation agreement, or other similar agreement with the Company, until the term of such agreement ends.

12. The Sales Agent agrees that during the term of this Agreement and for a period of one (1) year thereafter, the Sales Agent shall not, either directly or indirectly, employ or hire, or attempt to employ or hire, any independent contractors, sales agents, or employees of the Company or otherwise induce, directly or indirectly, other independent contractors, sales agents, or employees to disaffiliate from or leave the Company.

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The parties agree that damages for each breach of this Section 12 may be difficult to ascertain and therefore agree that the breaching party of this Section herein shall pay to the non-breaching party the sum of \$25,000 for each instance of breach of the non-solicitation described herein.

13. The Sales Agent and Company agree to refrain from making any false, negative, and/or disparaging remarks, statements or communications about the other party during the term of this Agreement or any time after the expiration or termination of this Agreement.

14. In addition to and not in lieu of any other obligation contained in this Agreement, Sales Agent agrees to and shall indemnify the Company (and the Company's officers, directors and shareholders) and hold the Company (and the Company's officers, directors and shareholders) harmless with respect to any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities of any nature whatsoever arising in connection with or relating in any way to (i) any breach or threatened breach of this Agreement by Sales Agent; (ii) the performance of Sales Agent's Services under this Agreement, including any assertion that Sales Agent's Services fail to comply in any way with the provisions of this Agreement; and (iii) any negligence, intentional acts, misrepresentations or omissions by Sales Agent.

15. The Company has the right, in its sole discretion, to modify at any time any of the policies or procedures set forth in the Company's Policies & Procedures Manual or otherwise, as well as any applicable Commission Schedule. Any such modification will be deemed to be effective and will be binding on the Company and on the Sales Agent ten days after the Company notifies the Sales Agent of the modification unless, within such ten day period, the Sales Agent notifies the Company that he/she is exercising his/her right to terminate this Agreement. Any modifications of the Company's Policies & Procedures Manual or the Company's Commission Schedules will be made available to the Sales Agent on the Company's intranet site or otherwise. Except as expressly provided in this Section 15, this Agreement cannot be changed or modified other than in writing signed by both Sales Agent and the Company's President.

16. This Agreement (and, to the extent applicable, the documents specifically referred to in this Agreement such as the Company's Policies & Procedures Manual and Commission Schedule) constitutes the entire agreement of the parties concerning its subject matter and shall supersede the terms of any other prior or contemporaneous agreement, representation or understanding (whether oral or written) between the parties concerning the subject matter of this Agreement. Sales Agent acknowledges that in connection with Sales Agent's decision to enter into this Agreement, Sales Agent has not relied on any representations, promises or agreements of any kind except for those set forth in this Agreement.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that Sales Agent may not assign any of Sales Agent's duties, responsibilities or obligations under this Agreement except as provided herein.

18. The Company and Sales Agent agree that Connecticut law (without regard to Connecticut's conflict of laws provisions) shall govern their rights and obligations toward one another under this Agreement. Furthermore, it is the intent of the parties that this Agreement be enforceable to the fullest extent permitted by Connecticut law. Accordingly, if any provision of this Agreement as presently written should be construed to be illegal, invalid or unenforceable, said illegal, invalid or unenforceable provision shall be deemed to be amended and construed to have the broadest scope permissible (Sales Agent and the Company intending and agreeing that any provision of this Agreement may be reformed to have the broadest scope permitted by applicable law), and if no validating amendment or construction is possible, shall be severable from the rest of this Agreement, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

19. The Company has the right to inform any employer or prospective employer of Sales Agent, or any other third party who may have dealings with Sales Agent, of Sales Agent's obligations under this Agreement.

20. The waiver by either party of any breach of this Agreement or right hereunder shall not operate or be construed as a waiver of any other breach or right hereunder, and no such waiver shall be effective unless set forth in a writing signed by the party who is charged with waiving the breach or right at issue.



# WILLIAM RAVEIS

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21. All notices required or permitted to be given under this Agreement will be sufficient only if in writing and given by hand delivery, by overnight mail service, by regular mail, or by e-mail, addressed to the party for whom the notice is intended at the party's address set forth below or such other address as either party may designate in writing to the other party in compliance with this provision. Any notice by hand delivery, overnight mail or e-mail will be effective upon delivery, and any notice by regular mail will be deemed to have been received and be effective on the third business day following the mailing of the notice. Notices shall be sent:

If to the Company, addressed to:

William Raveis Real Estate, Inc.  
Attn.: President  
7 Trap Falls Road  
Shelton, CT 06484

E-mail: [personnel@raveisre.com](mailto:personnel@raveisre.com)

If to Sales Agent, addressed to:

Annette Palmieri  
3167 Burr Street, Fairfield, CT 06424

E-mail: [annettepalmieri12@yahoo.com](mailto:annettepalmieri12@yahoo.com)

22. Any dispute between the Company and the Sales Agent which is not resolved informally, including but not limited to any claim or controversy arising out of or relating to this Agreement or any alleged breach of this Agreement, or arising out of or relating to the relationship between the Company and the Sales Agent or the termination of that relationship, shall be resolved by arbitration conducted at the Company's offices in Shelton, Connecticut, in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in any state or federal court in Connecticut. The decision as to whether to adjudicate the dispute in court or through arbitration shall be made in the sole discretion of the Company. The issues and claims in any such arbitration shall be decided in accordance with Connecticut law. In the event arbitration is selected by the Company, the award in any such arbitration shall be final and binding, and judgment on any such award may be entered in any court having jurisdiction.
23. Any dispute between the Sales Agent and any other real estate salesperson affiliated with the Company relating to real estate agency, the obligations hereunder or payment of commission if not resolved informally, shall be resolved by arbitration conducted at the Company's offices in Shelton, Connecticut, by a neutral arbitration panel of three arbitrators comprised of Sales Managers of the Company selected by the Company. The award in any such arbitration shall be final and binding, and judgment on such award may be entered in any court having jurisdiction.
24. If there is a breach or threatened breach of the provisions of this Agreement, the Sales Agent hereby agrees and acknowledges that any breach of same will cause irreparable damage to the Company or that any such breach will violate Connecticut General Statutes Section 35-51 et seq. and/or section 52-570b and that the Company will not have an adequate remedy at law and that the Company shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction restraining the Sales Agent from such breach. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies for such breach or threatened breach as it may be entitled to at law or in equity or under this Agreement or otherwise.
25. Notwithstanding anything to the contrary contained herein, the provisions of Sections 2, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of this Agreement shall survive any termination or expiration of this Agreement regardless of how such termination or expirations may occur.
26. Sales Agent acknowledges that he/she has carefully read this Agreement, understands the terms and conditions of this Agreement, and has knowingly, voluntarily and freely entered into and executed this Agreement.

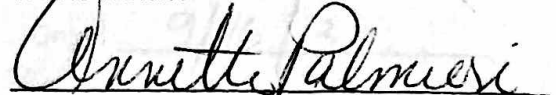
WHEREFORE, the Company and Sales Agent have entered into this Agreement as of and effective on the date and year first written above.

WILLIAM RAVEIS REAL ESTATE, INCORPORATED

By: 

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SALES AGENT



WILLIAM RAVEIS  
WILLIAM RAVEIS REAL ESTATE, INC.

ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT: TEAM-AGENT

This Addendum to Independent Contractor Agreement: Team-Agent (the "Team-Agent Addendum") is made and effective as of the 16 day of September, 2013 by and between Annette Palmieri (the "Team-Agent"), and William Raveis Real Estate, Inc., a Connecticut corporation (the "Company"), and supplements the Team-Agent's Independent Contractor Agreement with the Company. In consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, the Team-Agent and the Company agree as follows:

1. The Company and the Team-Agent agree that the Team-Agent will participate in the Company's Mega Agent Program as a Team-agent working with Katie O'Grady (the "Mega Agent"). The Team-Agent will work under the direct supervision of the Mega Agent.

2. The Team-Agent's commission on any transaction involving the Team-Agent shall be divided between the Team-Agent and the Mega Agent in accordance with the Company's Mega Agent Program Guidelines in effect at the time of the closing of the transaction for which the commission is paid.

3. The Team-Agent shall comply with the Company's Mega Agent Program Guidelines. The Company has the right, in its sole discretion, to modify at any time any of the guidelines, policies or procedures set forth in the Company's Mega Agent Program Guidelines. Any such modification will be deemed to be effective and will be binding on the Company and on the Team-Agent ten days after the Company notifies the Team-Agent of the modification unless, within such ten day period, the Team-Agent notifies the Company that he/she is exercising his/her right to terminate his/her participation in the Company's Mega Agent Program. Any modifications of the Company's Mega Agent Program Guidelines will be made available to the Team-Agent on the Company's intranet site or otherwise.

4. *In the event of a conflict between the Mega Agent Program Guidelines and the Company's general policies and procedures, the Mega Agent Program guidelines shall control.*

William Raveis Real Estate, Inc.  
(the "Company")

By: Katie O'Grady

Dated: 9/13/13

Annette Palmieri  
Team-Agent

Dated: 9/16/13

# **EXHIBIT F**

This Independent Contractor Agreement (the "Agreement") is made and effective as of the 21 day of April, 2017 by and between Leslie Stettin (the "Sales Agent"), and William Raveis Real Estate, Incorporated, a Connecticut corporation (the "Company" or "Broker"). In consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, Sales Agent and the Company agree as follows:

1. The Company is qualified under the laws of the State of Connecticut to engage in business as a real estate broker and is licensed to and does procure listings for the sale, lease or rental of real estate, as well as agreements to represent prospective buyers or tenants. Subject to the terms of this Agreement, Sales Agent will be affiliated with the Company as an independent contractor for the purpose of engaging in the real estate business in Connecticut as provided by Connecticut law. Sales Agent's affiliation with the Company under this Agreement will commence on the effective date set forth in the first full paragraph on page 1 of this Agreement and will continue until this Agreement is terminated. This Agreement may be terminated by either party at any time upon notice given to the other.

2. The Company grants to Sales Agent for the term of this Agreement a non-exclusive license to use the tradename(s), trademark(s) and other intellectual property of the Company, in common with other licensees affiliated with the Company, for the purpose of engaging in the real estate business in Connecticut. Recognizing the value of the Company's tradename(s), trademark(s), and other intellectual property and their effect on the Company's business and reputation, Sales Agent will use the Company's tradename(s), trademark(s), and other intellectual property only in full compliance with all policies, procedures and standards for such use that have been or may be developed from time to time by the Company in its sole discretion.

3. Together with other persons affiliated with the Company who are assigned to the office, Sales agent may make such reasonable use of the office's facilities, equipment and supplies, in accordance with the directives of the Company's office Sales Manager and the Company's policies and procedure, as may be appropriate in order for the Sales Agent to conduct his/her business activities as a real estate salesperson affiliated with the Company. The Company may provide office facilities and supplies for the use of Sales Agent, but Sales Agent shall otherwise pay his/her own expenses, including but not limited to automobile, travel and entertainment expenses.

4. Sales Agent shall pay all broker's or salesperson's license fees and all dues, if any, for membership in the National Association of Realtors, the Massachusetts Association of Realtors, the Connecticut Association of Realtors, and the local Association of Realtors, the M.L.S. and all of Sales Agent's expenses for travel, health insurance, personal liability insurance, and personalized business materials. The Company shall not be liable to Sales Agent for any expenses incurred by Sales Agent, or for any of his/her actions or failures to act, nor shall Sales Agent be liable to the Company for the cost and expenses of operating the Company's office; provided, however, that the expense of attorney's fees, appraisal fees and other like costs which are incurred in connection with a particular transaction, or which are incurred in the collection of or the attempt to collect commission, shall be paid by parties as mutually agreed upon.

(a) Sales Agent shall, at his/her sole cost and expense, maintain in full force and effect during the term of this Agreement automobile liability insurance to protect both the Sales Agent and the Company against claims of personal injury, death, or property damage, with per occurrence limits of not less than \$100,000.00 and aggregate limits of not less than \$300,000.00 and a deductible of not more than \$1,000.00. For insurance purposes, vehicles must be classified as "Business Use". Upon request, Sales Agent will provide to the Company documentation (such as an insurance certificate) confirming that Sales Agent has the required insurance coverage in place.

5. In the event that the Company advances any expenses or other monies to Sales Agent in accordance with Company's accounting policies, Sales Agent agrees that the Company may deduct any monies advanced from commissions due Sales Agent. Sales Agent agrees to repay Company any balance due within thirty days of termination.

6. From time to time the Company will make available to the Sales Agent training and educational programs which are intended to assist in the development of Sales Agent's abilities and expertise as a real estate salesperson.



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1. Sales Agent will perform services for the Company, clients of the Company, and others (the "Services") in full compliance with this Agreement and in full compliance with the policies and procedures set forth in the Company's Policies & Procedures Manual applicable to real estate salespersons affiliated with the Company (the "Policies & Procedures Manual").

(a) Sales Agent agrees, represents and warrants that he/she has the ability and resources necessary to provide the Services; that he/she will use his/her best skill, judgment and efforts to timely perform all Services in a manner satisfactory to the Company, clients of the Company and others for whom Services are rendered; that he/she will timely and fully perform all of his/her duties, responsibilities and obligations under this Agreement; and that he/she will comply with and will be bound by the policies and procedures set forth in the Company's Policies & Procedures Manual.

(b) Sales Agent agrees, represents and warrants that all of Sales Agent's Services will be rendered in full compliance with all applicable federal, state and local laws, regulations, ordinances, codes, and other legal requirements (including without limitation all federal or state fair housing laws and regulations). Sales Agent will immediately notify the Company's General Counsel or Vice President of Human Resources (i) of any expiration, loss or other adverse change in the status of Sales Agent's license as a real estate salesperson or broker, (ii) if any complaint concerning the Sales Agent is filed with any regulatory authority, or (iii) if any client or third party makes any demand for damages or compensation from Sales Agent relating to any real estate transaction in which the Sales Agent participated while affiliated with the Company.

(c) Sales Agent agrees, represents and warrants that Sales Agent is, for purposes of workers' compensation and otherwise, engaged as an independent contractor associated with the Company and not as an employee or legal agent of the Company; that Sales Agent shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including without limitation wage withholding, payroll, unemployment insurance, social security, and sales and income taxes, relating to any commission payments or other compensation Sales Agent directly or indirectly receives from the Company; and that Sales Agent is not entitled to receive and is not eligible for any benefits which accrue to employees of the Company, including without limitation such benefits as health insurance and retirement benefits.

(d) Sales Agent represents and warrants that any outside employment during the term of this Agreement will be unrelated to and not conflict with the business of the Company and its affiliates. Sales Agent shall be paid commissions based on his/her gross sales, if any, without deduction for taxes, which commissions shall be directly related to sales or other output. Sales Agent shall not receive any remuneration related to the number of hours worked and shall not be treated as an employee with respect to such services for purposes of workers' compensation. During the term of this Agreement the Company will make commission payments to Sales Agent in accordance with this Agreement, and in accordance with the Company's Policies & Procedures Manual and applicable Commission Schedule in effect at the time of the closing of the transaction for which a commission is payable. Copies of the Company's Policies & Procedures Manual and applicable Commission Schedule in effect as of the date of this Agreement will be provided to Sales Agent.

(e) In performing Services, Sales Agent may work any hours that he/she chooses, and may work out of his/her own home or the office of the Company to which Sales Agent is assigned.

(f) Without the express prior written approval of the Company, Sales Agent is not authorized to do and will not do or perform any act or make any representation, promise or commitment, which is in any way intended to bind the Company.

(g) Without the express prior written approval of the Company, Sales Agent may not assign or delegate to any other person or entity the performance of any of Sales Agent's duties, responsibilities or obligations under this Agreement.

(h) Sales Agent represents and warrants that he/she will maintain in full force and effect during the term of this Agreement, at Sales Agent's sole cost and expense, any and all licenses or authorizations required for Sales Agent to perform Services in each jurisdiction where his/her Services are to be rendered under this Agreement.

(i) The Company will make commission payments to Sales Agent after the Company receives the funds with respect to which a commission payment is due.

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(j) When Sales Agent's affiliation with the Company under this Agreement terminates for any reason, the commissions relating to any property for which Sales Agent is a listing agent, selling agent or referring agent as of the date of termination shall be adjusted in accordance with the Company's Policies & Procedures Manual.

(k) The Company has the sole and exclusive right to determine, in accordance with the Company's Policies & Procedures Manual, whether to pursue any action (by way of a lawsuit or otherwise) to seek to collect commissions or other amounts owed by clients or third parties in any transactions involving the Company and the Sales Agent. Sales Agent will cooperate with the Company in connection with any such action.

8. The Company purchases Professional Liability Errors and Omissions Insurance which provides certain insurance coverage for Sales Agents affiliated with the Company. Sales Agent agrees to participate in the annual cost of the premium; the amount and method of payment to be determined by the Company. For any claim involving a Sales Agent that falls within the coverage of the policy, Sales Agent is responsible for a portion of the policy deductible (said deductible amount selected by Sales Agent at time of premium payment), and the Company will pay the balance of the deductible. The premium and deductible amounts can be changed at the discretion of the CEO or President at any time. Changes will be updated in the Policy and Procedures manual.

9. Sales Agent may not use for the benefit of any person or entity other than the Company, and Sales Agent may not disclose to any person or entity other than the Company, either directly or indirectly, any Confidential Information of the Company.

(a) As used in this Agreement, the term "Confidential Information" means the existence and contents of agreements (including this Agreement); the Company's Policies & Procedures Manual, methods of operation and compensation system; business and marketing plans or strategies; financial information and data; non-public information provided to the Company by clients or third parties; and all documentation, reports and data (recorded in any form) relating to the foregoing. Confidential Information does not include anything described above (i) which was known to Sales Agent before his/her affiliation with the Company under this Agreement, or (ii) which is generally known to the public, unless it became generally known through an act or failure to act of Sales Agent, in which case it will remain Confidential Information.

(b) If Sales Agent is in doubt as to whether any information received in the course of his/her affiliation with the Company constitutes Confidential Information, Sales Agent will treat the information as Confidential Information. In the event of a dispute between Sales Agent and the Company as to whether specific information constitutes Confidential Information, the information in dispute will be presumed to be Confidential Information, and Sales Agent will have the burden of proving that the information in dispute is not Confidential Information.

10. (a) All listing agreements, referrals, buyer/tenant representation agreements, or other similar agreements obtained for the Company by Sales Agent or provided by the Company to Sales Agent during the term of this Agreement shall remain the property of the Company notwithstanding any termination of Sales Agent's affiliation with the Company under this Agreement, and Sales Agent shall at the Company's request at any time provide written confirmation of the Company's sole and exclusive ownership and rights with respect to such listing agreements, referrals, buyer/tenant representation agreements, or other similar agreements.

(b) Sales Agent shall not contract with other Company Sales Agents in any manner that, directly or indirectly relates to the Company's business or real estate practice as defined in paragraph 1 herein without obtaining prior written approval from a Company General Manager, President, or CEO.

11. As required by the CT statute Sec. 20-3289A, when his/her affiliation with the Company terminates for any reason, Sales Agent will not, either directly or indirectly, solicit on behalf of any person or entity other than the Company (including but not limited to the Sales Agent himself/herself) the business of any client who has a listing agreement, buyer/tenant representation agreement, or other similar agreement with the Company, until the term of such agreement ends.

12. The Sales Agent agrees that during the term of this Agreement and for a period of one (1) year thereafter, the Sales Agent shall not, either directly or indirectly, employ or hire, or attempt to employ or hire, any independent contractors, sales agents, or employees of the Company or otherwise induce, directly or indirectly, other independent contractors, sales agents, or employees to disaffiliate from or leave the Company.

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The parties agree that damages for each breach of this Section 12 may be difficult to ascertain and therefore agree that the breaching party of this Section herein shall pay to the non-breaching party the sum of \$25,000 for each instance of breach of the non-solicitation described herein.

13. The Sales Agent and Company agree to refrain from making any false, negative, and/or disparaging remarks, statements or communications about the other party during the term of this Agreement or any time after the expiration or termination of this Agreement.

14. In addition to and not in lieu of any other obligation contained in this Agreement, Sales Agent agrees to and shall indemnify the Company (and the Company's officers, directors and shareholders) and hold the Company (and the Company's officers, directors and shareholders) harmless with respect to any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities of any nature whatsoever arising in connection with or relating in any way to (i) any breach or threatened breach of this Agreement by Sales Agent; (ii) the performance of Sales Agent's Services under this Agreement, including any assertion that Sales Agent's Services fail to comply in any way with the provisions of this Agreement; and (iii) any negligence, intentional acts, misrepresentations or omissions by Sales Agent.

15. The Company has the right, in its sole discretion, to modify at any time any of the policies or procedures set forth in the Company's Policies & Procedures Manual or otherwise, as well as any applicable Commission Schedule. Any such modification will be deemed to be effective and will be binding on the Company and on the Sales Agent ten days after the Company notifies the Sales Agent of the modification unless, within such ten day period, the Sales Agent notifies the Company that he/she is exercising his/her right to terminate this Agreement. Any modifications of the Company's Policies & Procedures Manual or the Company's Commission Schedules will be made available to the Sales Agent on the Company's intranet site or otherwise. Except as expressly provided in this Section 15, this Agreement cannot be changed or modified other than in writing signed by both Sales Agent and the Company's President.

16. This Agreement (and, to the extent applicable, the documents specifically referred to in this Agreement such as the Company's Policies & Procedures Manual and Commission Schedule) constitutes the entire agreement of the parties concerning its subject matter and shall supersede the terms of any other prior or contemporaneous agreement, representation or understanding (whether oral or written) between the parties concerning the subject matter of this Agreement. Sales Agent acknowledges that in connection with Sales Agent's decision to enter into this Agreement, Sales Agent has not relied on any representations, promises or agreements of any kind except for those set forth in this Agreement.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that Sales Agent may not assign any of Sales Agent's duties, responsibilities or obligations under this Agreement except as provided herein.

18. The Company and Sales Agent agree that Connecticut law (without regard to Connecticut's conflict of laws provisions) shall govern their rights and obligations toward one another under this Agreement. Furthermore, it is the intent of the parties that this Agreement be enforceable to the fullest extent permitted by Connecticut law. Accordingly, if any provision of this Agreement as presently written should be construed to be illegal, invalid or unenforceable, said illegal, invalid or unenforceable provision shall be deemed to be amended and construed to have the broadest scope permissible (Sales Agent and the Company intending and agreeing that any provision of this Agreement may be reformed to have the broadest scope permitted by applicable law), and if no validating amendment or construction is possible, shall be severable from the rest of this Agreement, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

19. The Company has the right to inform any employer or prospective employer of Sales Agent, or any other third party who may have dealings with Sales Agent, of Sales Agent's obligations under this Agreement.

20. The waiver by either party of any breach of this Agreement or right hereunder shall not operate or be construed as a waiver of any other breach or right hereunder, and no such waiver shall be effective unless set forth in a writing signed by the party who is charged with waiving the breach or right at issue.



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21. All notices required or permitted to be given under this Agreement will be sufficient only if in writing and given by hand delivery, by overnight mail service, by regular mail, or by e-mail, addressed to the party for whom the notice is intended at the party's address set forth below or such other address as either party may designate in writing to the other party in compliance with this provision. Any notice by hand delivery, overnight mail or e-mail will be effective upon delivery, and any notice by regular mail will be deemed to have been received and be effective on the third business day following the mailing of the notice. Notices shall be sent:

If to the Company, addressed to:

William Raveis Real Estate, Inc.  
Attn.: President  
7 Trap Falls Road  
Shelton, CT 06484

E-mail: [personnel@raveisre.com](mailto:personnel@raveisre.com)

If to Sales Agent, addressed to:

Leslie Stetter

269 Carroll Rd

Fairfield CT 06824

E-mail: [leslie.stetter@gmail.com](mailto:leslie.stetter@gmail.com)

22. Any dispute between the Company and the Sales Agent which is not resolved informally, including but not limited to any claim or controversy arising out of or relating to this Agreement or any alleged breach of this Agreement, or arising out of or relating to the relationship between the Company and the Sales Agent or the termination of that relationship, shall be resolved by arbitration conducted at the Company's offices in Shelton, Connecticut, in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in any state or federal court in Connecticut. The decision as to whether to adjudicate the dispute in court or through arbitration shall be made in the sole discretion of the Company. The issues and claims in any such arbitration shall be decided in accordance with Connecticut law. In the event arbitration is selected by the Company, the award in any such arbitration shall be final and binding, and judgment on any such award may be entered in any court having jurisdiction.
23. Any dispute between the Sales Agent and any other real estate salesperson affiliated with the Company relating to real estate agency, the obligations hereunder or payment of commission if not resolved informally, shall be resolved by arbitration conducted at the Company's offices in Shelton, Connecticut, by a neutral arbitration panel of three arbitrators comprised of Sales Managers of the Company selected by the Company. The award in any such arbitration shall be final and binding, and judgment on such award may be entered in any court having jurisdiction.
24. If there is a breach or threatened breach of the provisions of this Agreement, the Sales Agent hereby agrees and acknowledges that any breach of same will cause irreparable damage to the Company or that any such breach will violate Connecticut General Statutes Section 35-51 et seq. and/or section 52-570b and that the Company will not have an adequate remedy at law and that the Company shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction restraining the Sales Agent from such breach. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies for such breach or threatened breach as it may be entitled to at law or in equity or under this Agreement or otherwise.
25. Notwithstanding anything to the contrary contained herein, the provisions of Sections 2, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of this Agreement shall survive any termination or expiration of this Agreement regardless of how such termination or expirations may occur.
26. Sales Agent acknowledges that he/she has carefully read this Agreement, understands the terms and conditions of this Agreement, and has knowingly, voluntarily and freely entered into and executed this Agreement.

WHEREFORE, the Company and Sales Agent have entered into this Agreement as of and effective on the date and year first written above.

WILLIAM RAVEIS REAL ESTATE, INCORPORATED

By: [Signature]

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SALES AGENT

[Signature: Leslie Stetter]

Initial LS  
Date 5/21/17

# WILLIAM RAVEIS REAL ESTATE, INC.

## ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT: TEAM-AGENT

This Addendum to Independent Contractor Agreement: Team-Agent (the "Team-Agent Addendum") is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ (the "Team-Agent"), and William Raveis Real Estate, Inc., a Connecticut corporation (the "Company"), and supplements the Team-Agent's Independent Contractor Agreement with the Company. In consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, the Team-Agent and the Company agree as follows:

1. The Company and the Team-Agent agree that the Team-Agent will participate in the Company's Mega Agent Program as a Team-agent working with \_\_\_\_\_ (the "Mega Agent"). The Team-Agent will work under the direct supervision of the Mega Agent.

2. The Team-Agent's commission on any transaction involving the Team-Agent shall be divided between the Team-Agent and the Mega Agent in accordance with the Company's Mega Agent Program Guidelines in effect at the time of the closing of the transaction for which the commission is paid.

3. The Team-Agent shall comply with the Company's Mega Agent Program Guidelines. The Company has the right, in its sole discretion, to modify at any time any of the guidelines, policies or procedures set forth in the Company's Mega Agent Program Guidelines. Any such modification will be deemed to be effective and will be binding on the Company and on the Team-Agent ten days after the Company notifies the Team-Agent of the modification unless, within such ten day period, the Team-Agent notifies the Company that he/she is exercising his/her right to terminate his/her participation in the Company's Mega Agent Program. Any modifications of the Company's Mega Agent Program Guidelines will be made available to the Team-Agent on the Company's intranet site or otherwise.

4. In the event of a conflict between the Mega Agent Program Guidelines and the Company's general policies and procedures, the Mega Agent Program guidelines shall control.

William Raveis Real Estate, Inc.  
(the "Company")

By: [Signature]  
Dated: 4-21-17

[Signature], Team-Agent  
Dated: 4/21/17

# **EXHIBIT G**

# WILLIAM RAVEIS

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## WILLIAM RAVEIS REAL ESTATE, INCORPORATED

### INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and effective as of the 31 day of July, 2018 by and between Barbara Vaytes (the "Sales Agent"), and William Raveis Real Estate, Incorporated, a Connecticut corporation (the "Company" or "Broker"). In consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, Sales Agent and the Company agree as follows:

1. The Company is qualified under the laws of the State of Connecticut to engage in business as a real estate broker and is licensed to and does procure listings for the sale, lease or rental of real estate, as well as agreements to represent prospective buyers or tenants. Subject to the terms of this Agreement, Sales Agent will be affiliated with the Company as an independent contractor for the purpose of engaging in the real estate business in Connecticut as provided by Connecticut law. Sales Agent's affiliation with the Company under this Agreement will commence on the effective date set forth in the first full paragraph on page 1 of this Agreement and will continue until this Agreement is terminated. This Agreement may be terminated by either party at any time upon notice given to the other.

2. The Company grants to Sales Agent for the term of this Agreement a non-exclusive license to use the tradename(s), trademark(s) and other intellectual property of the Company, in common with other licensees affiliated with the Company, for the purpose of engaging in the real estate business in Connecticut. Recognizing the value of the Company's tradename(s), trademark(s), and other intellectual property and their effect on the Company's business and reputation, Sales Agent will use the Company's tradename(s), trademark(s), and other intellectual property only in full compliance with all policies, procedures and standards for such use that have been or may be developed from time to time by the Company in its sole discretion.

3. Together with other persons affiliated with the Company who are assigned to the office, Sales agent may make such reasonable use of the office's facilities, equipment and supplies, in accordance with the directives of the Company's office Sales Manager and the Company's policies and procedure, as may be appropriate in order for the Sales Agent to conduct his/her business activities as a real estate salesperson affiliated with the Company. The Company may provide office facilities and supplies for the use of Sales Agent, but Sales Agent shall otherwise pay his/her own expenses, including but not limited to automobile, travel and entertainment expenses.

4. Sales Agent shall pay all broker's or salesperson's license fees and all dues, if any, for membership in the National Association of Realtors, the Massachusetts Association of Realtors, the Connecticut Association of Realtors, and the local Association of Realtors, the M.L.S. and all of Sales Agent's expenses for travel, health insurance, personal liability insurance, and personalized business materials. The Company shall not be liable to Sales Agent for any expenses incurred by Sales Agent, or for any of his/her actions or failures to act, nor shall Sales Agent be liable to the Company for the cost and expenses of operating the Company's office; provided, however, that the expense of attorney's fees, appraisal fees and other like costs which are incurred in connection with a particular transaction, or which are incurred in the collection of or the attempt to collect commission, shall be paid by parties as mutually agreed upon.

(a) Sales Agent shall, at his/her sole cost and expense, maintain in full force and effect during the term of this Agreement automobile liability insurance to protect both the Sales Agent and the Company against claims of personal injury, death, or property damage, with per occurrence limits of not less than \$100,000.00 and aggregate limits of not less than \$300,000.00 and a deductible of not more than \$1,000.00. For insurance purposes, vehicles must be classified as "Business Use". Upon request, Sales Agent will provide to the Company documentation (such as an insurance certificate) confirming that Sales Agent has the required insurance coverage in place.

5. In the event that the Company advances any expenses or other monies to Sales Agent in accordance with Company's accounting policies, Sales Agent agrees that the Company may deduct any monies advanced from commissions due Sales Agent. Sales Agent agrees to repay Company any balance due within thirty days of termination.

6. From time to time the Company will make available to the Sales Agent training and educational programs which are intended to assist in the development of Sales Agent's abilities and expertise as a real estate salesperson.



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7. Sales Agent will perform services for the Company, clients of the Company, and others (the "Services") in full compliance with this Agreement and in full compliance with the policies and procedures set forth in the Company's Policies & Procedures Manual applicable to real estate salespersons affiliated with the Company (the "Policies & Procedures Manual").

(a) Sales Agent agrees, represents and warrants that he/she has the ability and resources necessary to provide the Services; that he/she will use his/her best skill, judgment and efforts to timely perform all Services in a manner satisfactory to the Company, clients of the Company and others for whom Services are rendered; that he/she will timely and fully perform all of his/her duties, responsibilities and obligations under this Agreement; and that he/she will comply with and will be bound by the policies and procedures set forth in the Company's Policies & Procedures Manual.

(b) Sales Agent agrees, represents and warrants that all of Sales Agent's Services will be rendered in full compliance with all applicable federal, state and local laws, regulations, ordinances, codes, and other legal requirements (including without limitation all federal or state fair housing laws and regulations). Sales Agent will immediately notify the Company's General Counsel or Vice President of Human Resources (i) of any expiration, loss or other adverse change in the status of Sales Agent's license as a real estate salesperson or broker, (ii) if any complaint concerning the Sales Agent is filed with any regulatory authority, or (iii) if any client or third party makes any demand for damages or compensation from Sales Agent relating to any real estate transaction in which the Sales Agent participated while affiliated with the Company.

(c) Sales Agent agrees, represents and warrants that Sales Agent is, for purposes of workers' compensation and otherwise, engaged as an independent contractor associated with the Company and not as an employee or legal agent of the Company; that Sales Agent shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including without limitation wage withholding, payroll, unemployment insurance, social security, and sales and income taxes, relating to any commission payments or other compensation Sales Agent directly or indirectly receives from the Company; and that Sales Agent is not entitled to receive and is not eligible for any benefits which accrue to employees of the Company, including without limitation such benefits as health insurance and retirement benefits.

(d) Sales Agent represents and warrants that any outside employment during the term of this Agreement will be unrelated to and not conflict with the business of the Company and its affiliates. Sales Agent shall be paid commissions based on his/her gross sales, if any, without deduction for taxes, which commissions shall be directly related to sales or other output. Sales Agent shall not receive any remuneration related to the number of hours worked and shall not be treated as an employee with respect to such services for purposes of workers' compensation. During the term of this Agreement the Company will make commission payments to Sales Agent in accordance with this Agreement, and in accordance with the Company's Policies & Procedures Manual and applicable Commission Schedule in effect at the time of the closing of the transaction for which a commission is payable. Copies of the Company's Policies & Procedures Manual and applicable Commission Schedule in effect as of the date of this Agreement will be provided to Sales Agent.

(e) In performing Services, Sales Agent may work any hours that he/she chooses, and may work out of his/her own home or the office of the Company to which Sales Agent is assigned.

(f) Without the express prior written approval of the Company, Sales Agent is not authorized to do and will not do or perform any act or make any representation, promise or commitment, which is in any way intended to bind the Company.

(g) Without the express prior written approval of the Company, Sales Agent may not assign or delegate to any other person or entity the performance of any of Sales Agent's duties, responsibilities or obligations under this Agreement.

(h) Sales Agent represents and warrants that he/she will maintain in full force and effect during the term of this Agreement, at Sales Agent's sole cost and expense, any and all licenses or authorizations required for Sales Agent to perform Services in each jurisdiction where his/her Services are to be rendered under this Agreement.

(i) The Company will make commission payments to Sales Agent after the Company receives the funds with respect to which a commission payment is due.



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(j) When Sales Agent's affiliation with the Company under this Agreement terminates for any reason, the commissions relating to any property for which Sales Agent is a listing agent, selling agent or referring agent as of the date of termination shall be adjusted in accordance with the Company's Policies & Procedures Manual.

(k) The Company has the sole and exclusive right to determine, in accordance with the Company's Policies & Procedures Manual, whether to pursue any action (by way of a lawsuit or otherwise) to seek to collect commissions or other amounts owed by clients or third parties in any transactions involving the Company and the Sales Agent. Sales Agent will cooperate with the Company in connection with any such action.

8. The Company purchases Professional Liability Errors and Omissions Insurance which provides certain insurance coverage for Sales Agents affiliated with the Company. Sales Agent agrees to participate in the annual cost of the premium; the amount and method of payment to be determined by the Company. For any claim involving a Sales Agent that falls within the coverage of the policy, Sales Agent is responsible for a portion of the policy deductible (said deductible amount selected by Sales Agent at time of premium payment), and the Company will pay the balance of the deductible. The premium and deductible amounts can be changed at the discretion of the CEO or President at any time. Changes will be updated in the Policy and Procedures manual.

9. Sales Agent may not use for the benefit of any person or entity other than the Company, and Sales Agent may not disclose to any person or entity other than the Company, either directly or indirectly, any Confidential Information of the Company.

(a) As used in this Agreement, the term "Confidential Information" means the existence and contents of agreements (including this Agreement); the Company's Policies & Procedures Manual, methods of operation and compensation system; business and marketing plans or strategies; financial information and data; non-public information provided to the Company by clients or third parties; and all documentation, reports and data (recorded in any form) relating to the foregoing. Confidential Information does not include anything described above (i) which was known to Sales Agent before his/her affiliation with the Company under this Agreement, or (ii) which is generally known to the public, unless it became generally known through an act or failure to act of Sales Agent, in which case it will remain Confidential Information.

(b) If Sales Agent is in doubt as to whether any information received in the course of his/her affiliation with the Company constitutes Confidential Information, Sales Agent will treat the information as Confidential Information. In the event of a dispute between Sales Agent and the Company as to whether specific information constitutes Confidential Information, the information in dispute will be presumed to be Confidential Information, and Sales Agent will have the burden of proving that the information in dispute is not Confidential Information.

10. (a) All listing agreements, referrals, buyer/tenant representation agreements, or other similar agreements obtained for the Company by Sales Agent or provided by the Company to Sales Agent during the term of this Agreement shall remain the property of the Company notwithstanding any termination of Sales Agent's affiliation with the Company under this Agreement, and Sales Agent shall at the Company's request at any time provide written confirmation of the Company's sole and exclusive ownership and rights with respect to such listing agreements, referrals, buyer/tenant representation agreements, or other similar agreements.

(b) Sales Agent shall not contract with other Company Sales Agents in any manner that, directly or indirectly relates to the Company's business or real estate practice as defined in paragraph 1 herein without obtaining prior written approval from a Company General Manager, President, or CEO.

11. As required by the CT statute Sec. 20-3289A, when his/her affiliation with the Company terminates for any reason, Sales Agent will not, either directly or indirectly, solicit on behalf of any person or entity other than the Company (including but not limited to the Sales Agent himself/herself) the business of any client who has a listing agreement, buyer/tenant representation agreement, or other similar agreement with the Company, until the term of such agreement ends.

12. The Sales Agent agrees that during the term of this Agreement and for a period of one (1) year thereafter, the Sales Agent shall not, either directly or indirectly, employ or hire, or attempt to employ or hire, any independent contractors, sales agents, or employees of the Company or otherwise induce, directly or indirectly, other independent contractors, sales agents, or employees to disaffiliate from or leave the Company.

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The parties agree that damages for each breach of this Section 12 may be difficult to ascertain and therefore agree that the breaching party of this Section herein shall pay to the non-breaching party the sum of \$25,000 for each instance of breach of the non-solicitation described herein.

13. The Sales Agent and Company agree to refrain from making any false, negative, and/or disparaging remarks, statements or communications about the other party during the term of this Agreement or any time after the expiration or termination of this Agreement.

14. In addition to and not in lieu of any other obligation contained in this Agreement, Sales Agent agrees to and shall indemnify the Company (and the Company's officers, directors and shareholders) and hold the Company (and the Company's officers, directors and shareholders) harmless with respect to any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities of any nature whatsoever arising in connection with or relating in any way to (i) any breach or threatened breach of this Agreement by Sales Agent; (ii) the performance of Sales Agent's Services under this Agreement, including any assertion that Sales Agent's Services fail to comply in any way with the provisions of this Agreement; and (iii) any negligence, intentional acts, misrepresentations or omissions by Sales Agent.

15. The Company has the right, in its sole discretion, to modify at any time any of the policies or procedures set forth in the Company's Policies & Procedures Manual or otherwise, as well as any applicable Commission Schedule. Any such modification will be deemed to be effective and will be binding on the Company and on the Sales Agent ten days after the Company notifies the Sales Agent of the modification unless, within such ten day period, the Sales Agent notifies the Company that he/she is exercising his/her right to terminate this Agreement. Any modifications of the Company's Policies & Procedures Manual or the Company's Commission Schedules will be made available to the Sales Agent on the Company's intranet site or otherwise. Except as expressly provided in this Section 15, this Agreement cannot be changed or modified other than in writing signed by both Sales Agent and the Company's President.

16. This Agreement (and, to the extent applicable, the documents specifically referred to in this Agreement such as the Company's Policies & Procedures Manual and Commission Schedule) constitutes the entire agreement of the parties concerning its subject matter and shall supersede the terms of any other prior or contemporaneous agreement, representation or understanding (whether oral or written) between the parties concerning the subject matter of this Agreement. Sales Agent acknowledges that in connection with Sales Agent's decision to enter into this Agreement, Sales Agent has not relied on any representations, promises or agreements of any kind except for those set forth in this Agreement.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that Sales Agent may not assign any of Sales Agent's duties, responsibilities or obligations under this Agreement except as provided herein.

18. The Company and Sales Agent agree that Connecticut law (without regard to Connecticut's conflict of laws provisions) shall govern their rights and obligations toward one another under this Agreement. Furthermore, it is the intent of the parties that this Agreement be enforceable to the fullest extent permitted by Connecticut law. Accordingly, if any provision of this Agreement as presently written should be construed to be illegal, invalid or unenforceable, said illegal, invalid or unenforceable provision shall be deemed to be amended and construed to have the broadest scope permissible (Sales Agent and the Company intending and agreeing that any provision of this Agreement may be reformed to have the broadest scope permitted by applicable law), and if no validating amendment or construction is possible, shall be severable from the rest of this Agreement, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

19. The Company has the right to inform any employer or prospective employer of Sales Agent, or any other third party who may have dealings with Sales Agent, of Sales Agent's obligations under this Agreement.

20. The waiver by either party of any breach of this Agreement or right hereunder shall not operate or be construed as a waiver of any other breach or right hereunder, and no such waiver shall be effective unless set forth in a writing signed by the party who is charged with waiving the breach or right at issue.



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21. All notices required or permitted to be given under this Agreement will be sufficient only if in writing and given by hand delivery, by overnight mail service, by regular mail, or by e-mail, addressed to the party for whom the notice is intended at the party's address set forth below or such other address as either party may designate in writing to the other party in compliance with this provision. Any notice by hand delivery, overnight mail or e-mail will be effective upon delivery, and any notice by regular mail will be deemed to have been received and be effective on the third business day following the mailing of the notice. Notices shall be sent:

If to the Company, addressed to:

William Raveis Real Estate, Inc.  
Attn.: President  
7 Trap Falls Road  
Shelton, CT 06484

E-mail: [personnel@raveisre.com](mailto:personnel@raveisre.com)

If to Sales Agent, addressed to:

533 Mill Hill Terr  
Southport, CT 06890

E-mail: bbytas@outlook.com

22. Any dispute between the Company and the Sales Agent which is not resolved informally, including but not limited to any claim or controversy arising out of or relating to this Agreement or any alleged breach of this Agreement, or arising out of or relating to the relationship between the Company and the Sales Agent or the termination of that relationship, shall be resolved by arbitration conducted at the Company's offices in Shelton, Connecticut, in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in any state or federal court in Connecticut. The decision as to whether to adjudicate the dispute in court or through arbitration shall be made in the sole discretion of the Company. The issues and claims in any such arbitration shall be decided in accordance with Connecticut law. In the event arbitration is selected by the Company, the award in any such arbitration shall be final and binding, and judgment on any such award may be entered in any court having jurisdiction.
23. Any dispute between the Sales Agent and any other real estate salesperson affiliated with the Company relating to real estate agency, the obligations hereunder or payment of commission if not resolved informally, shall be resolved by arbitration conducted at the Company's offices in Shelton, Connecticut, by a neutral arbitration panel of three arbitrators comprised of Sales Managers of the Company selected by the Company. The award in any such arbitration shall be final and binding, and judgment on such award may be entered in any court having jurisdiction.
24. If there is a breach or threatened breach of the provisions of this Agreement, the Sales Agent hereby agrees and acknowledges that any breach of same will cause irreparable damage to the Company or that any such breach will violate Connecticut General Statutes Section 35-51 et seq. and/or section 52-570b and that the Company will not have an adequate remedy at law and that the Company shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction restraining the Sales Agent from such breach. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies for such breach or threatened breach as it may be entitled to at law or in equity or under this Agreement or otherwise.
25. Notwithstanding anything to the contrary contained herein, the provisions of Sections 2, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of this Agreement shall survive any termination or expiration of this Agreement regardless of how such termination or expirations may occur.
26. Sales Agent acknowledges that he/she has carefully read this Agreement, understands the terms and conditions of this Agreement, and has knowingly, voluntarily and freely entered into and executed this Agreement.

WHEREFORE, the Company and Sales Agent have entered into this Agreement as of and effective on the date and year first written above.

WILLIAM RAVEIS REAL ESTATE, INCORPORATED

SALES AGENT

By: [Signature]

[Signature]  
Initial BY  
Date 7-31-18

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**WILLIAM RAVEIS REAL ESTATE, INC.**

**ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT: TEAM-AGENT**

This Addendum to Independent Contractor Agreement: Team-Agent (the "Team-Agent Addendum") is made and effective as of the 31st day of July, 2018 by and between Barbara Vaytas (the "Team-Agent"), and William Raveis Real Estate, Inc., a Connecticut corporation (the "Company"), and supplements the Team-Agent's Independent Contractor Agreement with the Company. In consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, the Team-Agent and the Company agree as follows:

1. The Company and the Team-Agent agree that the Team-Agent will participate in the Company's Mega Agent Program as a Team-agent working with Kate O'Grady & Co (the "Mega Agent"). The Team-Agent will work under the direct supervision of the Mega Agent.

2. The Team-Agent's commission on any transaction involving the Team-Agent shall be divided between the Team-Agent and the Mega Agent in accordance with the Company's Mega Agent Program Guidelines in effect at the time of the closing of the transaction for which the commission is paid.

3. The Team-Agent shall comply with the Company's Mega Agent Program Guidelines. The Company has the right, in its sole discretion, to modify at any time any of the guidelines, policies or procedures set forth in the Company's Mega Agent Program Guidelines. Any such modification will be deemed to be effective and will be binding on the Company and on the Team-Agent ten days after the Company notifies the Team-Agent of the modification unless, within such ten day period, the Team-Agent notifies the Company that he/she is exercising his/her right to terminate his/her participation in the Company's Mega Agent Program. Any modifications of the Company's Mega Agent Program Guidelines will be made available to the Team-Agent on the Company's intranet site or otherwise.

**4. In the event of a conflict between the Mega Agent Program Guidelines and the Company's general policies and procedures, the Mega Agent Program guidelines shall control.**

William Raveis Real Estate, Inc.  
(the "Company")

By: [Signature]

Dated: 7/31/18

[Signature]  
Team-Agent

Dated: 7-31-18